



## **AGREEMENT**

Between

**STATE OF CALIFORNIA**

and

**PROFESSIONAL ENGINEERS IN CALIFORNIA**

**GOVERNMENT (PECG)**

covering

# **BARGAINING UNIT 9 PROFESSIONAL ENGINEERS**

Effective

**September 1, 2002**



## **ADDENDUM**

The following amendments were made to the 1999 – 2001 Memorandum of Understanding between the State of California and the Professional Engineers in California Government, Bargaining Unit 9.

The amendments are listed by the article number only:

- 3.1 Salaries
- 3.4 Bilingual Differential Pay
- 3.7 Long Term Differential
- 3.8 Prison Recruitment and Retention Bonus
- 3.15 Climbing Pay
- 3.16 Non-Licensed Classification Bonus
- 3.18 Special Salary Adjustments
- 3.19 Recruitment and Retention Pay Differential
- 3.20 California Energy Resources Scheduling Division (CERS) Differential
- 3.21 Lead Person Differential
- 4.1 Health Benefits Plans
- 4.2 Health Benefits Plan – Eligibility for Benefits
- 4.7 FlexElect Program
- 4.12 Rural Health Care Equity Program
- 5.1 Sick Leave
- 5.2 Bereavement Leave
- 5.4 Vacation Leave
- 5.6 Parental Leave
- 5.11 Mentoring Leave
- 5.13 Precinct Election Board Member
- 6.3 Deep Class – Engineering Geologist
- 7.1 Business and Travel Expense
- 7.2 Commute Program
- 7.4 Class A and/or Class B Commercial Driver's License and Medical Fees
- 7.5 Uniform Replacement Allowance – DPR and CDF
- 7.7 Parking Rates
- 7.8 Moving and Relocation
- 9.1 Holidays
- 11.1 First Tier Eligibility for Employees in Second Tier



- 11.4 Tax Deferral of Lump Sum Leave Cash Out Upon Separation
- 11.5 Determination of Safety Retirement Eligibility
- 11.8 Employee Retirement Contribution Reduction – Safety Members
- 11.9 Employees Retirement Contribution – Miscellaneous Members
- 14.2 Work and Family Committee
- Side Letter 9 Deep Class – Equipment Engineer
- Side Letter 10
- Side Letter 12
- Side Letter 13

A revised Bargaining Unit 9 Agreement is attached. It is identified as “Effective September 1, 2002” and contains the amended language listed above. The listing identifies all changed to the 1999 -2001 Agreement and therefore all other sections of the agreement remain in effect.



**PROFESSIONAL ENGINEERS IN CALIFORNIA GOVERNMENT (PECG)**

**BARGAINING UNIT 9**

**PROFESSIONAL ENGINEERS**

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## **ARTICLE 1 - RECOGNITION AND PURPOSE**

### **1.1 Recognition and Purpose**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is entered into by and between the State of California (hereinafter "State" or "State employer") and Professional Engineers in California Government (hereinafter "PECG"), pursuant to the Ralph C. Dills Act, Government Code Sections 3512 et seq.

Its purpose is to improve employer-employee relations between the parties by establishing wages, hours, other terms and conditions of employment, and other subjects contained herein.

Pursuant to the Dills Act and PERB Certification #S-SR-9, the State recognizes PECG as the exclusive representative of all employees in the Professional Engineer Unit, Unit 9 (hereinafter "Bargaining Unit"). Pursuant to Government Code Section 3517, the State employer shall be represented by the Director of the Department of Personnel Administration (hereinafter "DPA") or his/her designee.

## **ARTICLE 2 – TERM**

### **2.1 Term**

- A. Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect on July 1, 1999 and shall remain in full force and effect through and including June 30, 2001.
- B. PECG reserves the right to reopen negotiations after March 1, 2001, by giving the State written notice.

## **ARTICLE 3 – SALARIES**

### **3.1 General Salary Increase (part C added)**

- A. Effective July 1, 1999, all Unit 9 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.
- B. Effective September 1, 2000, all Unit 9 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.
- C. Effective July 1, 2003, all Unit 9 classifications shall receive a general salary increase of five percent (5%). The increase shall be calculated by multiplying the base salary by 1.05. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.



### **3.2 Merit Salary Adjustments**

- A. Unit 9 employees shall receive annual merit salary adjustments in accordance with Government Code section 19832 and applicable DPA rules.
- B. Notwithstanding 2 Cal. Code Reg. § 599.684, an employee whose merit salary adjustment is denied may appeal pursuant to Article 12 (Grievance and Arbitration) of this agreement.

### **3.3 Professional Qualification Compensation**

- A. Licensing Examinations – Fees and Time Off
  - 1. Upon successful completion of the examination for the licenses listed below, the State shall reimburse Unit 9 employees for their application fee for the following professional licenses: Engineer, Architect, Landscape Architect, Engineering Geologist, Land Surveyor, Engineer- in-Training, LSIT and Geologist. The State shall also reimburse Unit 9 employees for their renewal fees for the above licenses provided, however, the State shall not reimburse employees for late fees (or penalties) due to untimely renewal.
  - 2. The State shall credit eight (8) hours of compensating time off upon successful completion of the examination needed to obtain one of the licenses listed in (a) above to compensate for that portion of the exam taken on the employee's normal day off.
  - 3. If an employee is scheduled to take an examination for one of the listed licenses listed in (a) above during his/her work day, the employee will be granted State release time to take the examination upon presentation of proof that the employee is scheduled for the examination. Such release time is limited to the time required for the exam and includes reasonable travel time to and from the nearest examination site, not to exceed the normal work shift on the exam day.



## B. Professional Society and Organization Dues

Unit 9 employees who have an active license in the field in which they are employed shall, regardless of whether the license is required as a condition of employment for their classification (or range within a classification), be reimbursed for dues paid to one job-related professional society or organization on the State's list of approved organizations. Said reimbursement shall not exceed one hundred dollars (\$100) per fiscal year provided, however, the State shall not reimburse employees for late fees or penalties due to untimely renewal of their membership.

### 3.4 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the Department of Personnel Administration as eligible to receive bilingual pay according to the following standards:

#### A. Definition of bilingual positions for Bilingual Differential Pay

1. A bilingual position salary differential requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the Department of Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)
2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
  - a. A direct public contact position;
  - b. A hospital or institutional setting dealing with patient or inmate needs;
  - c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.
3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

#### B. Rate

1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum one hundred dollars (\$100) per monthly pay period, including holidays.



2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
  3. A fractional month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
  4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of \$.58 per hour.
  5. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of \$4.61 per day.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Personnel Administration will receive the bilingual differential pay on a regular basis.
  - D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.
  - E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
  - F. Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging ten percent (10%) of the time, consistent with the other provisions of this section.
  - G. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave and extra hour payments to employees terminating their State service appointment while on bilingual status.
  - H. Effective October 31, 2002, qualifying employees in Work Week Group 2 shall receive bilingual compensation for overtime hours worked.
  - I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
  - J. The bilingual differential pay shall be included in the rate used to calculate temporary disability; industrial disability and non-industrial disability leave benefits.

### **3.5 Overpayments/Payroll Errors**

Overpayments/Payroll errors shall be administered in accordance with Government Code Section 19838 except as otherwise provided in section 3.12 entitled Late Docks.



### **3.6 Timely Payment of Wages**

- A. When a permanent full-time or probationary employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:
  - 1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) work days after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy.
  - 2. When a regular paycheck is late for reasons other than (1) above (e.g., AWOL, late dock), a salary advance of no less than fifty percent (50%) of the employee's actual net pay will normally be issued within five work days after payday except as otherwise provided in section 3.12 entitled Late Docks. No more than two salary advances per calendar year may be issued under these circumstances.
  - 3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.
  - 4. The circumstances listed in (1), (2), and (3) are not applicable in remote areas where difficulties in the payroll process would not allow these timelines to be met. In these areas the State agrees to attempt to expeditiously correct payroll errors and issue salary advances.
- B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.
- C. This provision does not apply to those employees who have direct deposit. This provision does not preclude advances if they are provided for under any other rules or policies where direct deposit is involved.
- D. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at that time.

### **3.7 Long Term Differential**

- A. Effective October 31, 2002, this section applies to Caltrans employees who otherwise qualify for long term per diem pursuant to Section 7.1, Business and Travel Expenses. Employees receiving the differential provided for in this section shall not receive long term per diem.
- B. Caltrans employees who are assigned in writing to Long Term Assignments (LTA) for more than one year (365 days) at the outset of their assignment letter and who otherwise qualify for long term per diem shall receive a monthly pay differential in lieu of long term per diem for meals and receipted lodging.
- C. To qualify for the LTA monthly differential, affected employees shall be required to submit receipts as proof that actual lodging expenses were incurred.



- D. The LTA monthly differential will be paid for a period starting the first day of the actual assignment and will end the last day of the assignment. The monthly differential shall be pro-rated for months in which the LTA begins or ends in the middle of the month.
- E. The LTA monthly differential shall be \$1,800.00. This rate shall be the same for employees who maintain (and employees who do not maintain) a separate permanent residence at their headquarters location as otherwise described for purposes of long term travel reimbursement in subsection 7.1 of this agreement.
- F. Long Term Differential Pay shall not be added to base pay for purposes of calculating such things as overtime.
- G. Long Term Differential Pay shall not be considered compensation for purposes of retirement contributions.
- H. Departments other than Caltrans may provide the Long Term Assignment differential provided for this section at the department's discretion.

### **3.8 Prison Recruitment and Retention Bonus (replace with the following):**

- A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla or Centinela State Prisons, Department of Corrections, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.
- B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods Avenal, Ironwood, Calipatria, Chuckawalla or Centinela State Prisons, there will be no pro rata payment for those months at either facility.
- C. If the department mandatorily transfers an employee, he/she shall be eligible for a pro rata share for those months served.
- D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, Chuckawalla or Centinela State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the department will be entitled to a pro rata share of the existing retention bonus.
- E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- G. Employees on IDL shall continue to receive this stipend.



- H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at qualifying institution and then takes six (6) months' maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,400.
- I. It is understood by PEGC that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such payments, and the amount of such payments rests solely with the State and that decision is not grievable or arbitrable.

### **3.9 Shift Differential**

Unit 9 employees who regularly work shifts shall receive a night shift differential as set forth below:

1. Employees shall qualify for the first night shift pay differential of forty (40) cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 6 p.m. and 12 midnight.
2. Employees shall qualify for the second night shift pay differential of fifty (50) cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 12 midnight and 6 a.m.

### **3.10 Diving Pay**

- a. Incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of twelve dollars (\$12) per diving hour.
- b. Upon Department of Personnel Administration approval, new classes may be added to the eligible list and employees meeting these diving pay criteria will be so compensated.

### **3.11 Range Changes**

- a. Employees shall receive upon movement to an alternate range the salary and MSA provided in the Alternate Range Criteria for the class. If there are no specific salary regulations provided in the Alternate Range Criteria, the employee shall receive the salary and MSA as provided in DPA Rule 599.681.
- b. Employees, at their discretion, who are eligible for a range change may defer their range change up to six (6) qualifying pay periods in order to coincide the range change with the effective date of their MSA. Said requests by employees shall be in writing and submitted no less than thirty (30) days prior to the employee's anniversary date for purposes of the range change.

### **3.12 Late Docks**

Notwithstanding Section 3.5 (Overpayments and Payroll Errors) and Section 3.6 (Timely Payment of Wages), departments may elect to proceed as follows as it pertains to "late docks".



- a. Whenever an employee is charged with a “late dock” as defined by the State Controller’s Office (SCO) for the purpose of issuing salary through the negative payroll system, departments may issue the employee’s paycheck for that period as if no late dock occurred. This means that:
  1. The employee will receive a regular pay warrant on pay day (unless it would have been withheld for purposes other than the late dock);
  2. The employee will be overpaid, since the dock time will not have been deducted from the employee’s pay check; and,
  3. The employee’s pay will be adjusted for any dock time occurring before the SCO cut off date, since late docks occur on or after the cut off date established by SCO.
- b. Employees who are overpaid because of paragraph 1 above, will repay the State for their overpayment by an automatic payroll deduction of the total amount from their next month’s pay check/warrant (or successive warrants where needed to satisfy the debt). Departments shall notify employees about the overpayment and the automatic payroll deduction in writing. The absence of said notification before the overpayment is made will not preclude the department from automatically deducting overpayments as otherwise permitted by this section.
- c. Departments that elect to proceed under this section may do so on an employee-by-employee basis thereby reserving the right to issue salary advances in lieu of a regular paycheck in order to avoid an overpayment due to a late dock under such circumstances as when an employee has previous “late dock” situations or if there is reason to expect the employee to leave state service prior to the end of the next pay period.
- d. If an employee separates or retires from State service before satisfying late dock overpayments as a result of this section, the State shall deduct the total amount due from any other pay owing the employee at the time of his/her separation or retirement.

### **3.13 ICBO/OSHPD Certificates – Department Of General Services**

Full-time Unit 9 employees employed by the Department of General Services (DGS) in the following classifications who successfully complete the examination for the International Conference of Building Officials (ICBO) or the Office of Statewide Health Planning and Development (OSHPD) certificates may be reimbursed for application and/or examination fees. Full-time Unit 9 employees in DGS may also be reimbursed for renewal fees once every three years.

Construction Inspector II  
Construction Supervisor I  
Construction Supervisor II



### **3.14 Safety Professional Certificates – Department Of Industrial Relations**

Full-time Unit 9 employees employed by the Department of Industrial Relations (DIR) in the following classifications who successfully complete the examination for Certified Safety Professional administered by the Board of Certified Safety Professionals may be reimbursed for application and/or examination fees. Full-time Unit 9 employees in DIR may also be reimbursed for renewal fees once per calendar year.

Junior Safety Engineer  
Assistant Safety Engineer  
Associate Safety Engineer  
Associate Safety Engineer (Elevators)  
Associate Safety Engineer (M/T)  
Associate Safety Engineer (Pressure Vessels)  
Senior Safety Engineer (Construction)  
Senior Safety Engineer (Electrical)  
Senior Safety Engineer (Industrial)

### **3.15 Climbing Pay (replace with the following):**

#### **A. Air Resources Board**

Air Resources Board (ARB) employees who are required to climb to the sampling point of smoke stacks or storage tanks at a height of thirty (30) feet or more shall receive an hourly differential of ten dollars (\$10) per actual climbing hour. Said employees may be required to successfully complete training prescribed by ARB as a condition of employment in positions requiring climbing. "Climbing" smoke stacks and storage tanks requires the use of hands and feet for thirty (30) feet upward to sampling points. "Climbing" does not include such things as taking an elevator or climbing the stairs contained in a building upon which a smoke stack is located.

#### **B. Caltrans and Water Resources**

Caltrans and Department of Water Resources employees who are required to climb using climbing equipment, and employees of the same departments who are required to hold backup safety lines for climbers, shall receive an hourly differential of ten dollars (\$10) per actual climbing hour using climbing equipment or holding backup safety lines. Said employees may be required to successfully complete training prescribed by their respective departments as a condition of employment in positions requiring climbing or securing backup safety lines.



C. Department of Industrial Relations

Effective April 1, 2002, Department of Industrial Relations (DIR) employees who are required to climb a tower crane, or any other structure in which the employee is required to use climbing equipment, to a height of thirty (30) feet or more for the purpose of conducting an inspection or investigation shall receive an hourly differential of ten dollars (\$10) per actual climbing hour. Said employee may be required to successfully complete training prescribed by the Division of Occupational Safety and Health as a condition of employment in positions necessitating climbing.

D. Department of General Services

Effective, April 1, 2002, Department of General Services (DGS) employees who are required to climb Telecommunications tower antenna structures and employees of the same department who are required to hold backup safety lines for climbers at a height of thirty feet or more, shall receive an hourly differential of ten dollars (\$10) per actual climbing hour using climbing equipment or holding backup safety lines. Climbing requires the use of hands and feet and shall not include such things as taking an elevator or climbing stairs contained in a building upon which a tower antenna structure is located. Employees are required to complete training prescribed by DGS in positions requiring climbing.

E. Compensation Terms

Employees who "climb" pursuant to a., b., c., and d. will receive a minimum of one hour of climbing pay for any amount of climbing during the first hour of each day. Additional times spent climbing after the first hour during the same day will be rounded to the nearest quarter hour.

### **3.16 Non-Licensed Classification Bonus**

Effective October 31, 2002, employees in non-deep classifications at the associate level which do not require a license as a condition of appointment or promotion who currently have or during the term of this agreement obtain a license related to their field of work, shall receive a one-time five hundred dollar (\$500) bonus and shall not receive multiple boni.

### **3.17 Traffic Engineer Differential**

Ten (10) licensed Traffic Engineers in Range C of the Transportation Engineer, Caltrans, classification who spend a majority of their time performing Traffic Engineer related duties, shall receive a salary differential effective July 1, 1999, of two hundred twenty-five dollars (\$225) per month. If there are more than ten (10) qualifying engineers, those ten (10) with the most state seniority shall receive the differential. The differential shall be considered compensation for purposes of retirement and overtime.



### 3.18 Special Salary Adjustments (E-H added)

#### A. Deep Classes - Range C Salaries

1. The following classes shall have Range C increased by 4.76% at the minimum of the salary range and increased by 4.78% at the maximum of the salary range. All employees in Range C shall be entitled to the five percent (5%) increase up to the maximum of the salary range. The increase shall be calculated by multiplying the employee's salary rate by five percent (5%) and rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS TITLE		COMPENSATION	
		FROM (OSR)	To (NSR)
Landscape Associate, CalTrans	Rg. C	\$3,718-4,516	\$3,895-4,732
Transportation Engineer (Civil)	Rg. C	\$3,718-4,516	\$3,895-4,732
Transportation Engineer (Electrical)	Rg. C	\$3,718-4,516	\$3,895-4,732

2. New deep classifications established as a result of these negotiations which result in creation of a new Range C shall have a salary rate of \$3895 – \$4,732.
3. The new salary range provided for by this subsection shall be in addition to general salary increases otherwise provided for by the terms of this memorandum of understanding. The special salary adjustment shall be implemented prior to posting the four percent (4%) general salary increase.

#### B. Deep Classes – Range D Salaries

1. The following classes shall have Range D increased by five percent (5%). All employees in Range D shall be entitled to the five percent (5%) increase. The increase shall be calculated by multiplying the employee's salary rate by five percent (5%) and rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS TITLE		COMPENSATION	
		FROM (OSR)	To (NSR)
Landscape Associate, CalTrans	Rg. D	\$4,082-4,959	\$4,286-5,207
Transportation Engineer (Civil)	Rg. D	\$4,082-4,959	\$4,286-5,207
Utilities Engineer	Rg. D	\$4,082-4,959	\$4,286-5,207
Transportation Engineer (Electrical)	Rg. D	\$4,082-4,959	\$4,286-5,207
Air Resources Engineer	Rg. D	\$4,082-4,959	\$4,286-5,207



2. New deep classifications established as a result of these negotiations shall have a Range D salary rate of \$ 4,286 - \$ 5,207, provided eligibility for an appointment at Range D requires a license.
3. For purposes of subsection A (Range C salaries) and subsection B (Range D salaries), Hazardous Substance Engineer, Range C shall be considered as Range D, resulting in an increase to \$4,286 - \$5,207.
4. The new salary range provided for by this subsection shall be in addition to general salary increases otherwise provided for by the terms of this memorandum of understanding. The special salary adjustment shall be implemented prior to posting the four percent (4%) general salary increase.

**C. Salary For Non-Deep Classes Requiring License**

1. The following classes shall be increased by five percent (5%). All employees in the class shall be entitled to the five percent (5%) increase. The increase shall be calculated by multiplying the employee's salary rate by five percent (5%) and rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS TITLE	COMPENSATION	
	FROM (OSR)	To (NSR)
Associate Land Surveyor	\$3,983-4,609	\$4,182-4,839
Associate Boundary Determination Officer	\$4,082-4,959	\$4,286-5,207
Associate Hydraulic Engineer	\$4,082-4,959	\$4,286-5,207
Associate Engineer Water Resources	\$4,082-4,959	\$4,286-5,207
Associate Industrial Engineer, Office Of State Printing	\$4,082-4,959	\$4,286-5,207
Associate Waste Management Engineer	\$4,082-4,959	\$4,286-5,207
Associate Sanitary Engineer	\$4,082-4,959	\$4,286-5,207
Associate Water Resources Control Engineer	\$4,082-4,959	\$4,286-5,207
Associate Architect	\$4,082-4,959	\$4,286-5,207
Associate Landscape Architect (Specialist)	\$4,082-4,959	\$4,286-5,207
Land Surveyor, Caltrans	\$4,012-4,876	\$4,213-5,120
Structural Engineering Associate	\$4,082-4,959	\$4,286-5,207
Restoration Architect	\$4,082-4,959	\$4,286-5,207
Associate Transportation Engineer, Caltrans (Specialist)	\$4,245-5,417	\$4,457-5,688



2. The new salary range provided for by this subsection shall be in addition to general salary increases otherwise provided for by the terms of this memorandum of understanding. The special salary adjustment shall be implemented prior to posting the four percent (4%) general salary increase.

**D. Salary Increase For Split Classes Requiring License**

1. The following classes shall have Range A increased by five percent (5%). All employees in Range A shall be entitled to the five percent (5%) increase. The increase shall be calculated by multiplying the employee's salary rate by five percent (5%) and rounding to the nearest dollar. Employees shall retain their salary anniversary date.

CLASS TITLE		COMPENSATION	
		FROM (OSR)	To (NSR)
Associate Civil Engineer	Rg. A	\$4,082-4,961	\$4,286-5,207
Associate Transportation Engineer, Caltrans (Registered)	Rg. A	\$4,082-4,961	\$4,286-5,207
Associate Bridge Engineer	Rg. A	\$4,082-4,961	\$4,286-5,207
Associate Materials and Research Engineer	Rg. A	\$4,082-4,961	\$4,286-5,207

2. Associate Transportation Engineer, Caltrans (Range A) classification shall receive a five percent (5%) increase from \$4,082-4,961 to \$4,286-5,207.
3. The new salary range provided for by this subsection shall be in addition to general salary increases otherwise provided for by the terms of this memorandum of understanding. The special salary adjustment shall be implemented prior to posting the four percent (4%) general salary increase.

**E. Control Engineers**

Effective July 1, 2001, the following classes shall receive a special salary adjustment of ten percent (10%). All employees in the classes shall be entitled to the ten percent (10%). The increase shall be calculated by multiplying the employee's salary rate by 1.10 percent and rounded to the nearest dollar. Employees shall retain their salary anniversary date.

Schem Code	Class Code	Class Title	Compensation From	Compensation To
HQ50	3660	Control Engineer, Range A	\$3,273-3,788	\$3,600-4,167
HQ50	3660	Control Engineer, Range B	\$3,747-4,550	\$4,122-5,005
HQ45	3659	Associate Control Engineer	\$4,415-5,363	\$4,857-5,899



HQ42	3652	Senior Control Engineer (Specialist)	\$5,087-6,181	\$5,596-6,799
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F. 5% Adjustments

The following classes shall receive an additional five percent (5%) special salary adjustment effective April 1, 2002. The new minimum and maximum salary rates shall be calculated by multiplying each rate by 1.05 respectively and rounding to the nearest dollar. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding. All employees in the class shall be entitled to the five percent (5%) increase. The increase shall be calculated by multiplying the employee's salary rate by 1.05 and rounding to the nearest dollar. Employees shall retain their anniversary date.

<b>Class Title</b>	<b>Class Code</b>
Air Pollution Specialist, Range C	3887
Air Quality Engineer I, Department of Consumer Affairs, Range C	9941
Architectural Associate Health Facilities	4127
Associate Automotive Equipment Standards Engineer	3851
Associate Chemical Testing Engineer	3403
Associate Construction Analyst	4106
Associate Corrosion Engineer	3279
Associate Cost Estimator Water Resources	3303
Associate Electronics Engineer	3377
Associate Mechanical Engineer, CalTrans, Range A	2999
Associate Mechanical Engineer Hydraulic Structures	3563
Associate Mechanical Engineer	3582
Associate Electrical Engineer	3603
Associate Electrical Engineer, CalTrans, Range A	3000
Associate Electrical Engineer Hydraulic Structures	3611
Associate Equipment Engineer	3635
Associate Hydroelectric Power Utility Engineer	3675
Associate Procurement Engineer	3396
Associate Motor Vehicle Pollution Control Engineer	3809
Associate Rehabilitation Engineering Consultant	3817
Associate Safety Engineer – Pressure Vessels	3869
Associate Safety Engineer – Mining, Tunneling and Mineral Industries	3876



Associate Safety Engineer (Elevators)	3884
Associate Safety Engineer (Industrial)	3889
Associate Safety Engineer (Electrical)	3891
Associate Safety Engineer (Construction)	3896
Associate Safety Engineer (Amusement Rides)	3898
Associate Safety Engineer	3929
Associate Product Engineer, Prison Industries	7114
Associate Specification Writer Hydraulic Structures	3290
Associate Transportation Electrical Engineer (Specialist)	3166
Bay Development Design Analyst San Francisco Bay Conservation and Development Commission	4117
Construction Project Specialist I (Various Sites)	6161
Construction Supervisor I	4031
Electric Generation System Program Specialist I	4847
Electric Transmission System Program Specialist I	4860
Fire and Life Safety Officer I (Division of the State Architect)	4348
Fire and Life Safety Officer I (Health Facilities Construction)	4313
Flammability Research Test Engineer	3404
Housing Maintenance Inspector, California Housing Finance Agency	4913
Photogrammetrist II	3090
Project Director I	4019
Training Coordinator, San Marcos Training Center	3119

G. Associate Telecommunications Engineer

Effective April 1, 2002, the salary range (both minimum and maximum) for the class of Associate Telecommunications Engineer shall be increased by as follows. Employees shall retain their salary anniversary date.

<b>Class Title</b>	<b>Schem Code</b>	<b>Class Code</b>	<b>Compensation From (OSR)</b>	<b>Compensation To (NSR)</b>
Associate Telecommunications Engineer	HKJ85	3640	\$4,624-5,619	\$4,635-5,632



- H. Effective April 1, 2002, Air Resources Engineer, Range C, shall receive a five percent (5%) recruitment and retention differential.

### **3.19 Recruitment and Retention Pay Differential (new)**

- A. Effective April 1, 2002, the State shall provide a Recruitment and Retention Pay Differential of three hundred dollars (\$300) per month to all employees in the classes listed below:

<b>Class Code</b>	<b>Schematic Code</b>	<b>Classification</b>
3345	GV80	Structural Engineering Associate
3336	GV50	Senior Structural Engineer
3359	GW10	Lead Senior Structural Engineer – Emergency
3362	GW20	Senior Structural Engineer – Emergency
3163	GK20	Senior Transportation Electrical Engineer (Specialist)
3166	GK30	Associate Transportation Electrical Engineer (Specialist)
3600	HJ30	Senior Electrical Engineer
3603	HJ40	Associate Electrical Engineer
3000	GM15	Associate Electrical Engineer, CalTrans
3611	HK10	Associate Electrical Engineer Hydraulic Structures
3613	HJ65	Electrical Engineer
3825	HY70	Associate Sanitary Engineer
3640	HK85	Associate Telecommunications Engineer
2177	GM30	Senior Electrical Engineer, CalTrans (Specialist)
3377	GX60	Associate Electronics Engineer
3609	HJ54	Transportation Engineer (Elect)
4841	BI07	Elect Gen Systems Specialist I
4847	BI26	Elect Gen Systems Program Specialist I
4848	BI23	Elect Gen Systems Program Specialist II
4860	BI36	Elect Transmission Systems Program Specialist I
4861	BI33	Elect Transmission Systems Program Specialist II



- B. 1. Effective April 1, 2002, the State shall provide a Recruitment and Retention Pay Differential of two hundred dollars (\$200) per month to all employees in the classes listed below:

<b>Class Code</b>	<b>Schematic Code</b>	<b>Classification</b>
3406	GZ30	Assistant Chemical Testing Engineer
3607	HJ70	Assistant Engineering Specialist - Electrical
3899	IF55	Assistant Safety Engineer
3643	HK95	Assistant Telecommunications Engineer
3649	HN25	Automotive Equipment Standards Engineer
3409	GZ40	Junior Chemical Testing Engineer
3132	GH60	Junior Civil Engineer
3890	IF35	Junior Safety Engineer
3848	HZ15	Sanitary Engineer

2. The above Recruitment and Retention differential payments shall not be considered as compensation for purposes of retirement contributions.

If an employee transfers to an ineligible classification, DPA may rescind the differential

- C. 1. Upon approval by the Department of Personnel Administration and PEGC, departments may provide Unit 9 employees a recruitment and retention differential for specific positions, classifications, facilities, or geographic locations.
2. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.
3. Permanent intermittent employees shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.
4. Recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
5. The department may withdraw any recruitment and retention differential established pursuant to this section for a specific position(s), classifications, facilities or geographic locations for new hires with a thirty (30) day notice to PEGC.
6. It is understood by PEGC that the decision to implement or not implement recruitment and retention payments established pursuant to this section, or to withdraw authorization for such payments or differential, and the amount of such payments or differentials rest solely with the State and that such decision is not grievable or arbitrable.



### **3.20 California Energy Resources Scheduling Division (CERS) Differential (New)**

- A. This section applies to Department of Water Resources' employees in the following classifications who are assigned to the California Energy Resources Scheduling Division performing energy purchases, sales and transmissions; energy market analysis and forecasting; energy contract negotiations and management; and contract billings and settlements (hereinafter "CERS employees").
  - 1. Associate Hydroelectric Power Utility Engineer (Class Code 3645)
  - 2. Senior Hydroelectric Power Utility Engineer (Specialist) (Class Code 3674)
- B. CERS employees shall continue to receive a ten percent (10%) differential.
- C. The CERS differential shall expire January 1, 2003, unless extended by mutual agreement of the parties.

### **3.21 Lead Person Differential**

- A. Effective October 31, 2002, transportation Surveyors (Class Code 3029) employed by Caltrans who are designated as lead persons in writing over a field survey party shall receive a lead person differential of \$253 per month.
- B. Employees who receive the differential waive the right to seek out-of-class compensation based on, or as consideration for, lead person duties.
- C. This differential shall be considered compensation for purposes of calculating retirement. The differential shall also be considered part of the base for purposes of calculating overtime.

### **3.22 Personal Expense Differential**

- A. This section applies to Unit 9 employees who are required to be on State business more than fifty (50) miles from their home and headquarters and incur personal, non-receipted expenses as the result of said travel which are not reimbursed under statutes, regulations, policies or MOU provisions pertaining to business and travel expenses.
- B. Employees receiving reimbursement for business and travel expenses by other means (e.g., statutes, rules or MOU provisions such as the Long Term Differential in Section 3.7 or Business and Travel Expenses in Section 7.1) shall not be eligible for the personal expense differential.
- C. Eligible employees may request (and shall thereafter receive) a personal expense differential rate of:
  - 1. \$67 for personal, non-receipted expenses associated with travel of twelve (12) to twenty-four (24) hours if expenses are incurred; and,
  - 2. \$33 for personal, non-receipted expenses associated with travel of less than twelve (12) hours if expenses are incurred.



- D. The personal expense differential may only be requested (and shall only be approved) when the employee used facilities such as, but not limited to, house trailers and camping equipment. Staying with friends, relatives or at one's own second residence is not qualifying.
- E. Departments may adopt differing procedures for purposes of implementing this section (e.g., the form used to request the differential, cutoff dates for submission of the form). Advances will not be approved.
- F. The personal expense differential shall not be considered compensation for purposes of calculating overtime.
- G. The personal expense differential shall not be considered compensation for purposes of retirement contributions.

## **ARTICLE 4 – HEALTH AND WELFARE**

### **4.1 Health Benefit Plans**

#### **A. Health Contribution Amounts**

1. Effective July 1, 2001 through December 31, 2001, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.
  - a. The State shall pay up to \$182 per month for coverage for an eligible employee.
  - b. The State shall pay up to \$362 per month for coverage of an eligible employee plus one dependent.
  - c. The State shall pay up to \$473 per month for coverage of an employee plus two or more dependents.
2. Effective January 1, 2002 through December 31, 2002, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.
  - a. The State shall pay up to \$190 per month for coverage for an eligible employee.
  - b. The State shall pay up to \$378 per month for coverage of an eligible employee plus one dependent.
  - c. The State shall pay up to \$494 per month for coverage of an employee plus two or more dependents.
3. Effective January 1, 2003, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.



- a. The State shall pay up to \$190 per month for coverage for an eligible employee, plus 2/3 of the January 1, 2003 CalPERS HMO, single-party (employee only) weighted average premium increase.
  - b. The State shall pay up to \$378 per month for coverage of an eligible employee plus one dependent, plus 2/3 of the January 1, 2003 CalPERS HMO, two-party (employee plus one dependent) weighted average premium increase.
  - c. The State shall pay up to \$494 per month for coverage of an employee plus two or more dependents, plus 2/3 of the January 1, 2003 CalPERS HMO, family (employee plus two or more dependents) weighted average premium increase.
4. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

## B. Dental Benefit Plans

### 1. Contribution Amounts

- a. Effective July 1, 2001, the State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Personnel Administration.
  - (1) The State shall pay up to \$30.70 per month for coverage of an eligible employee.
  - (2) The State shall pay up to \$55.60 per month for coverage of an eligible employee plus one dependent.
  - (3) The State shall pay up to \$81.38 per month for coverage of an eligible employee plus two or more dependents.
- b. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed twenty-five percent (25%) of the total premium.

### 2. Coverage During First 24 Months of Employment

Employees appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service, during the twenty-four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50) mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

## C. Vision Benefit Plan (No change to existing 4.2; 4.3 is NDI)

### Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee



co-payment of ten dollars (\$10) for the comprehensive annual eye examination and twenty-five dollars (\$25) for materials.

## **4.2 Health Benefits Plan – Eligibility for Benefits**

### **A. Health Benefits – Eligibility for Benefits**

#### **1. Employee Eligibility**

For purposes of this section, “eligible employee” shall be defined by the Public Employees’ Medical and Hospital Care Act.

#### **2. Permanent Intermittent (PI) Employees**

##### **a. Initial Eligibility**

A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.

##### **b. Continuing Eligibility**

To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two consecutive control periods.



### 3. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

#### B. Dental Benefits – Eligibility for Benefits

##### 1. Employee Eligibility

Employee eligibility for dental benefits is the same as that prescribed for health benefits under Section 4.2 A.1 and 2 of this agreement.

##### 2. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under Section 4.2 A.3 of this agreement.

#### C. Vision Benefit – Eligibility for Benefits

##### 1. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under Section 4.2 A.1 and 2 of this agreement.

##### 2. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under Section 4.2. A.3 of this agreement.

### **4.3 Non-Industrial Disability Insurance**

- A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at sixty percent (60%) of their full pay, not to exceed one hundred thirty-five dollars (\$135) per week, payable monthly for a period not exceeding twenty-six (26) weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.
- C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home for at least one full day. A full day is defined as a twenty-four (24) hour period starting at midnight.



- D. If the employee elects to use vacation, annual leave, personal leave or sick leave credits prior to receiving NDI payments, he or she is not required to exhaust the accrued leave balance.
- E. Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted
- F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed one hundred percent (100%) of their regular "full pay". This does not qualify the employee for a new disability period under subsection (B) of this section. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.
- G. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.
- H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of nine hundred sixty (960) hours of compensated work.
- I. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.
- J. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.
- K. All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to the denial of an individual's benefits.

#### **4.4 Enhanced Non-Industrial Disability Insurance - Annual Leave**

- A. This ENDI provision is only applicable to employees participating in the annual leave program referenced in section 5.12
- B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for State employees who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.



- C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at fifty percent (50%) of their gross salary, payable monthly for a period not exceeding twenty-six (26) weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to one hundred percent (100%) income replacement. At the time of an ENDI claim, an employee may elect either the fifty percent (50%) ENDI benefit rate or a supplementation level of seventy-five percent (75%) or one hundred percent (100%) at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.
- D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one full day. A full day is defined as a twenty-four (24) hour period starting at midnight.
- E. If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payments, he or she is not required to exhaust the accrued leave balance.
- F. Following the start of ENDI payments an employee may at any time switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.
- G. In accordance with the State's "return to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which when combined with the ENDI benefit will not exceed one hundred percent (100%) of their regular "full pay". This does not qualify the employee for a new disability period under (C) of this section. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.
- H. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, ENDI benefits will be terminated effective the date of the offer.
- I. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of nine hundred sixty (960) hours of compensated work.



- J. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.
- K. Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.
- L. All appeals of an employee's denial of ENDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.
- M. Employees who become covered in the annual leave program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.
- N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in section 4.3 and such benefits are limited to one hundred thirty five dollars (\$135) per week.

#### **4.5 Cost Containment Committee**

The State and PEGC agree to continue the Joint Labor/Management Benefits Committee. The committee shall consist of an equal number of labor and management representatives. The committee shall be advisory in nature. The purpose of the committee shall be to provide policy advice and recommendations on the health benefits program to the Public Employees' Retirement System (PERS) and on the dental, vision, employee assistance, and legal services benefits to the Department of Personnel Administration (DPA). This committee will not provide advice on the Worksite Health Promotion or Savings Plus Deferred Compensation programs.

PEGC shall be entitled to one (1) representative who is qualified to provide policy advice and to commit his/her organization to a course of action decided by the committee. An appropriate number of management representatives shall be appointed by DPA.

Meetings shall be scheduled at least quarterly, and a specific agenda of issues to be discussed will be developed and distributed in advance of each meeting. Additional meetings may be scheduled on an as-needed basis.

The committee shall be co-chaired by a Labor representative selected by union committee members and a Management representative appointed by DPA.

PEGC representatives shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

#### **4.6 Employee Assistance Program**

- A. The State recognizes that alcohol, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, drug and stress-related problems such as marital, family, emotional, financial, medical, legal or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to treat alcoholism or a drug-related or stress related problem so as to retain or recover his/her value as an employee.



- B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this section. Employees who are to be referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel, or may refer themselves on a voluntary basis. An employee undergoing alcohol, drug, or mental health treatment, upon approval, may use accrued sick leave, compensating time off credits and vacation leave credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, vacation and compensating time off have been exhausted and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance.
- C. Medical records concerning an employee's treatment for alcoholism, drug or stress-related problems shall remain confidential and shall remain separate from other personnel materials.

#### **4.7 FlexElect Program (Replaces existing) Effective October 31, 2002**

##### **A. Program Description**

1. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by DPA. The administrative fee paid by the participants will be determined each year by the Director of the Department of Personnel Administration.
2. Employees who meet the eligibility criteria stated in Section 4.7 (B)(1) will be eligible to enroll into a Cash Option Program (a monthly cash payment) in lieu of health and/or dental coverage under the FlexElect Program
3. Employees who meet the eligibility criteria stated in Section 4.7 (B)(1) will be eligible to enroll into a Medical Reimbursement Account and/or a Dependent Care Reimbursement Account.

##### **B. Employee Eligibility**

1. All eligible employees must have a permanent appointment with a time-base of half time or more and have permanent status, or if a limited term or a temporary authorized (TAU) position, must have mandatory return rights to a permanent position.
2. Permanent Intermittent (PI) employees shall only participate in the Cash Option and will be eligible to receive a six month cash payment for the first control period of each plan year. PI's choosing the Cash Option will qualify for the cash if they meet all of the following criteria:
  - a. Must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which they are enrolling; and,
  - b. Must have a PI appointment which is effective from January 1 through June 30 of the Plan Year for which they are enrolling; and,



- c. Must be paid for at least four hundred eighty (480) hours during the January through June control period for the Plan Year in which they are enrolling; and,
  - d. Must have completed an enrollment authorization during the FlexElect Open Enrollment Period or as newly eligible.
3. Section 4.7 (B)(2) is not grievable or arbitrable.

#### **4.8 Long-Term Care Insurance Plans**

Employees in classes assigned to Bargaining Unit 9 are eligible to enroll in any long-term care insurance plan sponsored by the Public Employees Retirement Board. The employee's spouse, parents, and the spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

The long-term care insurance premiums and the administrative cost to the State shall be fully paid by the employee and are subject to payroll deductions.

#### **4.9 Pre-Tax of Health/Dental Premiums**

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State and social security taxes are deducted. Employees who choose not to have their out-of-pocket costs pre-taxed, must make an election not to participate in this benefit.

#### **4.10 Group Legal Services Plan**

Bargaining Unit 9 employees shall be eligible to enroll in the State-sponsored Group Legal Services Plan. This plan is available on a voluntary, after-tax, payroll deduction basis, with all costs being paid by the employee, including a service charge for the costs of administering the plan.

#### **4.11 1959 Survivors' Benefits – Fifth Level**

- A. Employees in this unit who are members of the Public Employees' Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivors' Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this section.
- B. The contribution for employees covered under this new level of benefits will be two dollars (\$2) per month. The rate of contribution for the State will be determined by the PERS board.
- C. The survivors' benefits are detailed in the following schedule:
  - 1. A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse.....\$1,800



2. A spouse with one eligible child, or two eligible children not in the care of the spouse.....\$1,500
3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 62.....\$750

#### **4.12 Rural Health Care Equity Program (Replace existing wording)**

- A. The State shall continue a Rural Health Care Equity Program for Bargaining Unit 9 members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. The Department of Personnel Administration (DPA) shall administer any fund involving Bargaining Unit 9 members.
- B. The program shall operate in the following fashion:
  1. The State shall contribute \$1500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code Section 22825.01.
    - a. Payments shall be on a monthly basis.
    - b. For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
  2. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
  3. The money shall be available for use as defined in Government Code Section (GC) 22825.01.
  4. A Rural Healthcare Equity Program will be established with a separate account for Bargaining Unit 9 members, as one of several similar accounts.
  5. Each Unit 9 employee shall be able to utilize up to \$1500 per fiscal year, pursuant to GC section 22825.01, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to Section 4.12 (B)(2) is applicable here.
  6. If an employee does not utilize the complete \$1500 pursuant to the procedures and limitations described in GC section 22825.01, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the \$1500, but again according to the procedures and limitations in GC section 22825.01. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of \$1500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.



- a. Any employee not in Bargaining Unit 9 all year shall receive credit under this paragraph utilizing the same pro rata formula as in Section 4.12 (B)(2) above.
  - b. If an employee is entitled to less than twenty-five dollars (\$25) under Section 4.12 (B)(6), the money shall instead go into next year's fund pursuant to Section 4.12 (B)(7) hereafter.
7. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1500 as provided in GC section 22825.01 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the statute exceed \$1500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to GC section 22825.01 and monies still remained in the pool.

## **ARTICLE 5 – LEAVES**

### **5.1 Sick Leave (No change to existing, except add Domestic Partner in A.4) Effective October 31, 2002**

- A. DPA Rule 599.745 (a) through (d) regarding the definition of "sick leave" is superseded by the following:

As used in this section, "sick leave" means the necessary absence from duty of an employee because of:

- 1. Illness or injury, including illness or injury relating to pregnancy.
- 2. Exposure to a contagious disease.
- 3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
- 4. Absence from duty for attendance upon the employee's ill or injured parent, spouse, domestic partner as certified with the Secretary of State's Office in accordance with AB 26 (Chapter 588, Statutes of 1999), child, brother, sister, grandparent, mother-in-law, father-in-law, grandchild, foster parent, foster child, guardian, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepchild, adopted child, or any person residing in the immediate household, or to transport any of the above for the purpose listed in (3) above. Such absence shall not exceed eight (8) days per year.

- B. DPA Rule 599.749 regarding sick leave usage is superseded by the following:

- 1. The department head or designee may require the employee to submit a physician's or licensed practitioner's certificate if:
  - a. The employee is absent on sick leave for more than two consecutive work days; or



- b. The supervisor has good cause to believe the employee's use of sick leave is improper and the employee is notified in advance (at the beginning of the work day for which sick leave is requested or sooner) that the physician's or licensed practitioner's certificate may be required.
2. The department head or designee may deny sick leave if the certificate is not provided or sick leave was taken under false pretenses.

## **5.2 Bereavement Leave (Replaces current section)**

1. Effective July 1, 2002, A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner who has been certified with the Secretary of State's Office in accordance with AB 26 (Chapter 588, Statutes of 1999), child, adopted child, stepchild, sister, brother, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.
2. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of grandchild, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
3. If the death of a person as described above requires the employee to travel over four hundred (400) miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay.
4. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision of this agreement.
5. Fractional time base (part-time) employees will be eligible for bereavement leave on pro rata basis, based on the employees' fractional time base.



### 5.3 Catastrophic Leave

Upon request of an employee and upon approval of a department director or designee, annual leave, CTO, vacation, and/or holiday leave credits may be transferred from one or more employees to another employee, in accordance with departmental policies and under certain conditions listed below. Sick leave credits cannot be transferred under this provision.

1. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child.
2. The receiving employee has exhausted all leave credits.
3. The donations must be in whole-hour increments and credited as vacation or annual leave.
4. Transfer of annual leave, vacation, CTO and holiday credits shall be allowed across departmental lines in accordance with the policies of the receiving department.
5. The total leave credits received by the employee shall normally not exceed three months; however, if approved by the appointing authority, the total leave credits received may be six months.
6. Donations shall be made on a form to be developed by the State and signed by the donating employee and verified by the donating department. These donations are irrevocable.
7. This section is not subject to the grievance and arbitration article of this contract.

### 5.4 Vacation Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this Section shall receive a one-time vacation bonus of forty-two (42) hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
20 years and over	14 hours per month



An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.

- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation credits as set forth under subsection A above. Temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.
- C. Employees working less than full-time accrue vacation in accordance with the following schedule.

**CHART FOR COMPUTING VACATION, SICK LEAVE, AND  
HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES  
SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1**

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP							HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
	7	10	11	12	13	14	15	SL/HOL 8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00



5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee:

1. Was required to work as a result of fire, flood, or other extensive emergency;
2. Was assigned work of a priority or critical nature over an extended period of time;
3. Was absent on full salary for compensable injury;
4. Was prevented by department regulations from taking vacation until December 31 because of sick leave; or
5. Was on jury duty; or,
6. Was prevented by the department head or designee from utilizing accrued vacation.

It is the employee's responsibility to utilize all vacation hours in excess of the six hundred forty (640) hour cap by the end of each calendar year unless otherwise prevented from doing so as enumerated in subsection D (1-6) above. Whenever an employee's vacation accumulation exceeds six hundred forty (640) hours, the department head or designee has the right to order the employee to submit a vacation request which will demonstrate how and when the employee plans to use any hours which will exceed the cap by the end of the calendar year. If the employee does not submit a plan or fails to use the time as planned for reasons other than those listed above, the department head or designee may then order the employee to take excess time at the convenience of the department.



- E. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.
- F. Employees shall request to take vacation. The department head or designee shall approve the request unless there is an operational need to deny the request.
- G. Vacation requests must be submitted in accordance with departmental policies on this subject. When two or more employees ask for the same vacation time and the department head or designee cannot approve all the employees' requests, approval shall be granted in chronological order of legitimate request, consistent with equity for all affected bargaining unit employees.
- H. Each department head or designee will make every effort to act on vacation requests in a timely manner.
- I. Vacations will be cancelled only when operational needs require it.
- J. Unit 9 employees are authorized to use existing fractional vacation hours that may have been accumulated.
- K. Vacation leave credits may be used in fifteen (15) minute increments.

## **5.5 Adoption Leave**

A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one year. The employee shall provide substantiation to support the employee's request for adoption leave.

## **5.6 Parental Leave (add Domestic Partner as of July 1, 2002)**

- A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, child birth, recovery therefrom or care for the newborn child for a period not to exceed one (1) year, including any leave granted under the FMLA. The employee shall provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to approval of the department head or designee.

If the initial request for parental leave is less than the maximum period allowed, subsequent requests to extend the leave to the maximum one (1) year time frame are permissive and may be considered by the department head or designee.

If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee, in accordance with existing laws and rules.

- B. A male spouse, male parent, or domestic partner as defined and certified with the Secretary of State's Office in accordance with Family Code section 297, who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one (1) year to care for his newborn child. The employee shall provide medical substantiation to support his request for parental leave. The



request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to approval of the department head or designee.

If the initial request for parental leave is less than the maximum period allowed, subsequent requests to extend the leave to the maximum one year time frame are permissive and may be considered by the department head or designee.

If the request for parental leave is made more than thirty (30) days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee in accordance with existing laws and rules.

- C. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health, dental, and vision benefits. Except as provided under the FMLA, the cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

## **5.7 Jury Duty/Subpoena**

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. When night jury service is required of an employee, the employee shall be allowed time off without loss of compensation for such portion of the required time that coincides with the employee's normal work schedule. This includes any necessary travel time.
- B. An employee shall notify his/her supervisor immediately upon receiving notice of jury duty.
- C. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.
- D. For purposes of this Section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.
- E. For an employee summoned to jury duty during hours other than the employee's regular and customary shift, management will endeavor to temporarily reassign the employee to a work shift that more closely coincides with the hours the employee is required to serve on jury duty, including any necessary travel time, subject to the operational needs of the department permitting such a reassignment.
- F. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as county grand jury. If approved by the department, subsections C and D apply.
- G. Whenever an employee is served with a subpoena which compels his/her presence, unless he/she is party to an action unrelated to his/her employment, such employee shall be allowed the required time off without loss of compensation if the employee remits to the employer witness fees received.



## **5.8 Catastrophic Leave - Natural Disaster**

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, vacation and/or holiday) may be transferred from one or more employees to another employee, in accordance with departmental policies, under the following conditions:

- A. Sick leave credits cannot be transferred.
- B. When the receiving employee faces financial hardship due to the effect of a natural disaster on the employee's principal residence.
- C. The receiving employee has exhausted all vacation, annual leave, or CTO credits and resides in one of the counties where a State of Emergency exists as declared by the governor.
- D. The donations must be in whole hour increments and credited as vacation or annual leave.
- E. Transfer of annual leave, vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- F. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.
- G. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. These donations are irrevocable.
- H. This section is not subject to the Grievance and Arbitration article of this contract.

## **5.9 Personal Leave**

- A. Personal leave shall be requested and used by Unit 9 employees in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave.
- B. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department-to-department and from employee-to-employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement.

## **5.10 Industrial Disability Leave**

- A. For periods of disability commencing on or after January 1, 1993, subject to Government Code Section 19875, eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) work days after the date of the reported injury.



- B. In the event that the disability exceeds twenty-two (22) work days, the employee will receive 66 and 2/3% of gross pay from the 23rd work day of disability until the end of the 52nd week of disability. No IDL or payments shall be allowed after two years from the first day (i.e., date) of disability.
- C. The employee may elect to supplement payment from the 23rd work day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
- D. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first fifty-two (52) weeks, after the first date of disability, within a two-year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.
- E. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in Government Code Section 19863.
- F. In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.
- G. An employee may elect to supplement Vocational Rehabilitation Maintenance Allowance, which is provided pursuant to Section 10125.1, Title 8, California Code of Regulations, with leave credits.
- H. The State and PEGC agree to support legislation to amend Government Code Section 19863.1, to allow an employee to supplement Vocational Rehabilitation Maintenance Allowance with leave credits.
- I. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

## **5.11 Mentoring Leave**

- A. Eligible Unit 9 employees may receive up to forty (40) hours of "mentoring leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring leave" is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring leave" may not be used for travel to and from the mentoring location.



- B. An employee must use an equal number of hours of his or her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the work day and/or personal time during non-working hours) prior to requesting "mentoring leave." For example, if an employee requests two (2) hours of "mentoring leave", he or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the "mentoring leave". "Mentoring leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor with verification of personal time spent mentoring from the mentoring organization.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this agreement and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for "mentoring leave", an employee must:
  - 1. Have a permanent appointment;
  - 2. Have successfully completed their initial probationary period; and,
  - 3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards, for a minimum of one school year. (Most programs are aligned with the child's normal school year, however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)
- F. In addition, an employee is not eligible to receive "mentoring leave" if:
  - 1. He or she is assigned to a "post" position in the Departments of Corrections or Youth Authority; or,
  - 2. He or she works in a level of care position in the Departments of Developmental Services, Mental Health, Education and Veterans' Affairs.
- G. Permanent part-time and permanent intermittent employees may receive a prorated amount of mentoring leave based upon their timebase. For example, a halftime employee is eligible for twenty (20) hours of "mentoring leave" per calendar year, whereas an intermittent employee must work a monthly equivalent of one hundred sixty (160) hours to earn 3.33 hours of mentoring leave.
- H. Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Section 12.2(B) of this contract.



## 5.12 Annual Leave Program

- A. Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until twenty-four (24) months has elapsed from date of enrollment.
- B. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

1 month to 3 years	11 hours per month
37 months to 10 years	14 hours per month
121 months to 15 years	16 hours per month
181 months to 20 years	17 hours per month
241 months and over	18 hours per month

- C. Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable DPA rules. Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules, or memorandum of understanding.
- D. All provisions necessary for the administration of this Section shall be provided by DPA rule or memorandum of understanding.
- E. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA Rules 599.608 and 599.609. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.
- F. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- G. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on



- full salary for compensable injury; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.
- H. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.
  - I. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in subsection (G), the department may order the employee to take annual leave.
  - J. Annual leave request must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.
  - K. Each department head or designee will make every effort to act on annual leave requests in a timely manner.
  - L. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 5.1, Sick Leave, of this Agreement.
  - M. The enhanced non-industrial disability insurance (ENDI) in Section 4.4 applies only to those in the annual leave program described above in this Section.
  - N. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after twenty-four (24) months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).

### **5.13 Precinct Election Board Member**

With prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in DPA rule 599.930, an employee in Bargaining Unit 9 may be granted time off for public service as a member of a Precinct Election Board. The employee shall be eligible for both regular State compensation and any fee paid by the Registrar of Voters for such service. Verification of service may be required.

## **ARTICLE 6 – CLASSIFICATIONS**

### **6.1 Out-Of-Classification Assignments**

- A. If a department head or designee requires an employee in writing to work in a higher classification for more than fifteen (15) consecutive calendar days, the employee shall receive a pay differential of five percent (5%) over his/her normal daily rate of the class to which he/she is appointed for that period in excess of fifteen (15) calendar days. If a department head or designee requires an employee in writing to work in a higher classification for thirty (30) consecutive calendar days or more, the



employee shall receive a pay differential of five percent (5%) over his/her normal daily rate of the class to which he/she is appointed from the first day of the assignment. If the assignment to a higher classification is not terminated before it exceeds one hundred twenty (120) consecutive calendar days, the employee shall be entitled to receive the difference between his/her salary and the salary of the higher class at the same step the employee would receive if the employee were to be promoted to that class, for that period in excess of one hundred twenty (120) consecutive calendar days. The five percent (5%) differential shall not be considered as part of the base pay in computing the promotional step in the higher class. In accordance with the provisions of this subsection, no employee may be compensated for more than one (1) year of out-of-class work for any one assignment.

- B. The State shall not rotate employees in and out of out-of-class assignments for the sole purpose of avoiding payment of an out-of-class differential.
- C. It is not the State's intent to select employees for out-of-class assignments based on favoritism. Furthermore, whenever possible, the appointing power shall choose employees for out-of-class appointment from the current hiring list for the particular job classification for which the employee is to be hired on an acting basis. If there is no appropriate current hiring list at the local facility or office complex, the State shall assign the out-of-class duty whenever possible only to those employees who are qualified to take the examination for entry into that classification.
- D. If any dispute arises regarding out-of-class assignments and compensation, an employee may file a grievance and the decision reached at Step 4 (DPA) of the grievance procedure shall be final. Approved out-of-class grievances may be compensated retroactively for a period no greater than one (1) year preceding the filing of the grievance.

## **6.2 Classification Changes**

- A. When the Department of Personnel Administration (DPA) or another department seeks (1) to establish a new classification and assigns it to Bargaining Unit 9, or (2) modifies an existing Bargaining Unit 9 classification, DPA shall inform PEGC of the proposal during the preparatory stages of the proposals. PEGC may request to meet with DPA regarding these classification proposals. Such meetings shall be for the purpose of informally discussing the classification proposal and for PEGC to provide input. Upon request, DPA shall furnish PEGC with drafts of the proposed classification specifications.
- B. The DPA shall notify and submit to PEGC the final classification proposal at least twenty (20) work days prior to the date the SPB is scheduled to adopt it.
- C. If PEGC requests in writing within ten (10) workdays of receipt of the notice, DPA shall meet with PEGC to discuss the final proposal. If PEGC does not respond to the notice, or if PEGC does not meet with DPA within five (5) workdays from their date of request, the classification proposal shall be deemed agreeable to PEGC and be placed on SPB's consent calendar.



- D. The DPA shall meet and confer, if requested in writing by PEGC, within ten (10) working days from the date the SPB approved the classification change, regarding the compensation of the classification. To the extent that a classification change necessitates other change which falls within the scope of negotiations, the State shall notify PEGC and the parties shall bargain the impact upon request by PEGC.

### **6.3 Deep Class – Engineering Geologist (New)**

- A. The State (the largest user department) agrees to develop a new Engineer Geologist deep classification to be submitted to the State Personnel Board for its consideration and approval. Said series shall serve to consolidate the classification of Engineering Geologist, Ranges A and B, Hazardous Substances Engineering Geologist Ranges A, B, and C, and Associate Engineering Geologist for use on a statewide basis.
- B. A draft classification proposal shall be expeditiously prepared by the State. Said proposal shall be consistent with the following: DPA will review said proposal, notice PEGC for purposes of soliciting their recommendations pursuant to Article 6, section 6.2 of the Unit 9 collective bargaining agreement. Any changes in the proposal made by DPA shall be after consulting with PEGC and the various user departments, and shall not be inconsistent with the following. DPA shall expeditiously submit the final proposal to the State Personnel Board and the parties agree that it shall be placed on the consent calendar.
- C. Creation of a deep class shall not result in a work week group change for affected classifications or employees.
- D. The alternate range criteria governing employee movement between ranges shall generally be as follows: PEGC recognizes, however, that there may be other criteria in other patterns and that normal classification requirements shall be part of the proposal submitted to the State Personnel Board.

Range A to Range B: One (1) year at Range A (Comparable to AR 70)

Range B to Range C: Two (2) years at Range B (Comparable to AR 70)

Range C to Range D: Registered Geologist or Registered Geophysicist

- E. The salary range for the new deep class shall be as follows unless otherwise provided for in the Unit 9 collective bargaining agreement.

Range A: \$3273-3788

Range B: \$3747-4550

Range C: \$4418-5370

Range D: \$4639-5639



## ARTICLE 7 – ALLOWANCES AND REIMBURSEMENTS (EFFECTIVE APRIL 1, 2002)

### 7.1 Business and Travel Expense

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (50) miles or more from home and headquarters, in accordance with existing DPA rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals. Each item of expenses of twenty-five dollars (\$25) or more requires a receipt; receipts may be required for items of expense that are less than twenty-five dollars (\$25). When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses for tax purposes. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

A. Meals/Incidentals. Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the maximums. The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls.

1. Rates. Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below.

Breakfast	Up to	\$6.00	
Lunch	Up to	\$10.00	
Dinner	Up to	\$18.00	
Incidentals	Up to	\$6.00	
Total		\$40.00	(Every full 24 hours of travel)

2. Timeframes. For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:



- a. On the fractional day of travel at the beginning of a trip of more than twenty-four (24) hours:

Trip begins at or before 6 am	breakfast may be claimed
Trip begins at or before 11 am	lunch may be claimed
Trip begins at or before 5 pm	dinner may be claimed

- b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 am	breakfast may be claimed
Trip ends at or after 2 pm	lunch may be claimed
Trip ends at or after 7 pm	dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging expenses may be claimed.

No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any twenty-four (24) hour period.

For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 am and ends at or after 9 am	Breakfast may be claimed
Travel begins at or before 4 pm and ends at or after 7 pm	Dinner may be claimed.
If the trip extends overnight	Receipted lodging may be claimed.

No lunch or incidentals may be claimed on a trip of less than twenty-four (24) hours.

- B. Lodging. All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt.

1. Regular State Business Travel:

- a. Statewide, in all California locations not listed in b. or c. below, for receipted lodging while on travel status to conduct state business, actual lodging up to eighty-four dollars (\$84) plus applicable taxes.



- b. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to one hundred ten dollars (\$110) plus applicable taxes.
- c. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of one hundred forty dollars (\$140) plus applicable taxes.

2. State Sponsored Conferences or Conventions:

- a. for receipted lodging while attending state sponsored conferences and conventions, when the lodging is contracted by the state sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.
- b. Statewide, with a lodging receipt: Actual lodging up to one hundred ten dollars (\$110) plus applicable taxes.

3. Non-State Sponsored Conferences or Conventions:

- a. for receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.
- b. Statewide, with a lodging receipt: Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from DPA. DPA may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal or incidental expenses within fifty (50) miles of his/her home or headquarters.

C. Long-term Travel. Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

1. Full Long-term Travel: In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

- The employee continues to maintain a permanent residence at the primary headquarters, and
- The permanent residence is occupied by the employee's dependents, or
- The permanent residence is maintained at a net expense to the employee exceeding two hundred dollars (\$200) per month.



The employee on full long-term travel who is living at the long-term location may claim either:

- a. Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1130 per calendar month while on the long-term assignment, and actual expenses up to ten dollars (\$10) for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to five dollars (\$5) for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or
  - b. Long-term subsistence rates of twenty-four dollars (\$24) for actual meals and incidentals and twenty-four dollars (\$24) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either twenty-four dollars (\$24) for actual meals or twenty-four dollars (\$24) for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to twelve dollars (\$12) for actual meals and incidentals and twelve dollars (\$12) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either twelve dollars (\$12) for actual meals or twelve dollars (\$12) for receipted lodging for travel less than twelve (12) hours at the long-term location.
  3. Employees, with supervisor's approval, after completing the workshift remain at the job or LTA location past the Friday twelve (12) hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change DPA policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies DPA policy regarding an employee leaving the LTA location on personal business:

The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

- D. Out-of-state Travel. For short-term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of Long-term Travel above.



- E. Out of Country Travel. For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term Out of Country travel will be reimbursed in accordance with the provisions of Long-term travel above, or as determined by DPA.

Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

- F. Transportation. Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

1. Mileage Reimbursement

- a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed 34 cents per mile. Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.
  - b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.
2. Specialized Vehicles – Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim from 34 up to 37 cents per mile, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.
3. Private Aircraft Mileage – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with DPA rule 599.628.1 and the State Office of Risk and Insurance Management.



4. Mileage to/from a common carrier – When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.
- G. Receipts. Receipts or vouchers shall be submitted for every item of expense of twenty-five dollars (\$25) or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:
1. Railroad and bus fares of less than twenty-five dollars (\$25) when travel is wholly within the State of California.
  2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of ten dollars (\$10) or less for each continuous period of parking or each separate transportation expense noted in this item.
  3. Telephone, telegraph, tax or other business charges related to State business of five dollars (\$5) or less.
  4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
  5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

## **7.2 Commute Program (Amends existing) Effective October 31, 2002**

- A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of sixty-five dollars (\$65) per month. Employees who purchase public transit passes on their own shall be eligible for a seventy-five percent (75%) reimbursement up to a maximum of sixty-five dollars (\$65) per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.
- B. Employees riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the monthly fee up to a maximum of sixty-five dollars (\$65) per month. In lieu of the van pool rider reimbursement, the State shall provide one hundred dollars (\$100) per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven



or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

- C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for seventy-five percent (75%) of the cost up to a maximum of sixty-five dollars (\$65) per month or in the case of the primary van pool driver, the one hundred dollars (\$100) per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

### **7.3 Safety Footwear**

- A. Unit 9 employees shall be responsible for purchasing safety footwear if required (and not provided) by the department for which they work.
- B. For purposes of this section, safety footwear is defined as steel toed shoes or boots to be worn while carrying out the duties of the employee's position.
- C. The State shall reimburse full-time employees for the actual cost of replacing worn out safety footwear not to exceed one hundred dollars (\$100) once every eighteen (18) months.
- D. Receipts may be required to verify the actual cost of safety footwear.

### **7.4 Class A and/or Class B Commercial Driver's License and Medical Fees**

#### **A. Eligibility**

Each department will pay the cost of a permanent employee's medical examination(s) and filing and license examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee:

1. Is in a classification that requires the operation of equipment which requires either a Class A and/or Class B commercial driver's license and any endorsement(s); or
2. Is in a classification designated by the department which requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s); or
3. Is in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification; or
4. Voluntarily and regularly drives, with authorization of the department, a vehicle for which either a Class A or Class B commercial driver's license including required endorsement(s) is required, provided as follows.



## B. Medical Examinations

1. When authorized by his/her supervisor, the State will pay the cost of an eligible employee's (see subsection (A) above) medical examination from a contractor physician or clinic or when specifically authorized in advance, a medical examination by the employee's personal physician. The State will also pay the cost of a referral as determined necessary by the examining physician or clinic. The costs of the examination and the examination resulting from the referral will be considered as one.
2. The State will pay the cost of a second medical examination and necessary referral, not to exceed the cost of the first medical examination, provided that:
  - a. The employee fails the first medical examination, or the certification submitted is not accepted by the DMV; and
  - b. A second medical examination is authorized by the employee's supervisor and conducted; and
  - c. The second medical certification is accepted by the DMV.

## C. Class A and/or B Commercial Driver's License

1. The State will pay the cost of an eligible employee's (see subsection (A) above) filing and examination fees associated with obtaining the appropriate Class A and/or Class B commercial driver's license and endorsement(s) provided that:
  - a. The employee requests and is authorized at least ten (10) work days in advance by his/her supervisor to take the examination; and
  - b. The employee has a valid, current medical certification acceptable to the DMV; and
  - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
2. The State will pay the cost of that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular non-commercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, the State will not be responsible for any costs which exceed the cost that would have been incurred had the tests been taken simultaneously.
3. The State will not pay for any costs associated with the renewal or reinstatement of a license due to any vehicle code violation incurred by the employee.
4. The State will not pay any additional costs incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.



D. Compensation

Compensation paid toward medical examinations and filing and license examination fees associated with obtaining a Class A or Class B commercial driver's license shall not be considered compensation for purposes of retirement.

E. Release Time for Commercial Driver's License Examination

1. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an eligible employee, in accordance with a. above, to take the Class A and/or Class B commercial driver's license examination, provided:

- a. The examination is scheduled during the employee's scheduled work hours; and
- b. The examination does not interfere with operational needs of the department; and
- c. The employee has a valid current medical certification acceptable to DMV.

If the DMV rejects the medical certification provided by a department designated contractor physician or clinic on the day the DMV commercial driver's license examination is scheduled, the employee shall be granted reasonable release time for the subsequently scheduled DMV examination subject to the requirements specified above.

2. Upon thirty (30) calendar days notice, the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

**7.5 Uniform Replacement Allowance-Department of Parks and Recreation (DPR) and Department of Forestry and Fire Protection (CDF) (Amends existing)**

- A. The anniversary date for the uniform replacement credit is February 1 of each year. All employees will receive their credit on that date based on qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules and regulations. Permanent full-time employees shall receive a yearly uniform replacement credit not to exceed three hundred fifty dollars (\$350) in the Department of Parks and Recreation (DPR) and three hundred eighty dollars (\$380) in the California Department of Forestry and Fire Protection (CDF). The uniform replacement credit for permanent part-time employees will be calculated annually based upon the previous year's time base. The uniform replacement credit for permanent intermittent employees will be calculated annually based upon the number of hours worked in the previous year.



- B. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed DPR or CDF class) to a uniformed classification shall be required to purchase the uniform as a condition of employment, and such purchase shall be through the single source vendor. Such employees will be eligible for a pro-rated uniform replacement credit on February 1 of the following year, and a uniform replacement credit on each subsequent February 1 in accordance with the above.

## **7.6 Overtime Meals – Effective September 1, 1999**

An overtime meal allowance of up eight dollars (\$8) will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an overtime meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and work either two (2) consecutive hours prior to or two (2) consecutive hours after the start or end of their regular work shift.

## **7.7 Parking Rates**

- A. For the term of this agreement, the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than \$20 per month above the current rate, charged to employees in specific locations where they park. Congested urban areas are areas such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g., rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking.
- B. The State shall continue a system for employees where parking fees may be paid with pretax dollars.

## **7.8 Moving and Relocation**

Whenever a Unit 9 employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames found in Section 7.1 (Business and Travel Expenses), and in accordance with the existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

# **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

## **8.1 Overtime – Effective September 1, 1999**

- A. All State laws and DPA regulations regarding overtime not modified by this agreement shall remain in effect.



B. Travel Time

Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in Sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.

C. Paid Leave Counted As Time Worked – WWG 2

Time during which a Unit 9 employee assigned to Work Week Group (WWG) 2 is excused from work on paid leave (e.g., sick leave, vacation or annual leave) shall be counted as hours worked within the workweek for purposes of determining if overtime has been earned.

D. Overtime Compensation – WWG 2

1. Employees in classes assigned to Work Week Group 2 shall be compensated in cash or compensating time off at time and one-half at the discretion of each department head or his or her designee for ordered/authorized overtime of at least one-quarter hour at any one time.
2. Employees shall obtain authorization to work overtime. Employees will only be compensated for overtime ordered or authorized by a supervisor.
3. The employees preference will be considered when determining whether overtime will be compensated by cash or CTO except as otherwise provided by this agreement.
4. Overtime will be credited on a one-quarter hour basis with a full quarter of an hour credit granted if five (5) minutes or more of the period is worked. Smaller fractional units will not be accumulated.

E. Callback Compensation – WWG 2

Employees assigned to Work Week Group 2 shall be credited with a minimum of four (4) hours work time as provided in 2 Cal. Code Regs. § 599.708.

F. Overtime Scheduling – WWG 2

When routine overtime is scheduled at least forty-eight (48) hours in advance, departments shall request volunteers from within the work area or unit who may thereafter be selected to perform the overtime work, except as provided herein. Nothing in this section shall be construed to (a) require management to seek volunteers during an emergency (b) require selection of an employee who does not possess the requisite skills to perform the job; (c) require solicitation of volunteers when a specific expertise or project familiarity is required; (d) require solicitation of volunteers who it reasonably believes are not available to respond in the time required; or, (e) limit management's ability to require an employee to work overtime.



## 8.2 Work Week Groups – Effective September 1, 1999

### A. Work Week Group "2"

Work Week Group "2" applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA). Overtime for employees subject to the provisions of the FLSA is defined as all hours worked in excess of forty (40) hours in a period of one hundred sixty-eight (168) hours or seven consecutive twenty-four (24) hour periods. Employees in Work Week Group 2 may accrue up to two hundred forty (240) hours of compensating time off. All hours in excess of the two hundred forty (240) hours maximum accrual will be compensated in cash.

### B. Work Week Group "E"

1. Work Week Group "E" includes classes that are exempted from coverage under the FLSA because of the "white-collar" (administrative, executive, professional) exemptions. To be eligible for this exemption a position must meet both the "salary basis" and the "duties" test.
2. Exempt (WWG E) employees are paid on a "salaried" basis and the regular rate of pay is full compensation for all hours worked to perform assigned duties. However, these employees shall receive up to eight (8) hours holiday credit when ordered to work on a holiday. Work Week Group E employees shall not receive any form of additional compensation, whether formal or informal, unless otherwise provided by this agreement.
3. All Unit 9 employees/classifications presently assigned to Work Weeks Group 4A and 4C shall be moved to Work Week Group E.
4. The following shall apply to employees/classifications assigned to Work Week Group E.
  - a. Employees are expected to work the hours necessary to accomplish their assignments and fulfill their responsibilities. Employee workload will normally require forty (40) hours per week to accomplish; however, inherent in their job is the responsibility and expectation that work weeks of a longer duration may be necessary.
  - b. Management may require employees to work specified hours; however, subject to operational needs as determined by the department, management may permit altered or flexible work schedules when requested by employees. Employees who alter their daily or weekly work schedules shall comply with reasonable procedures established by their department.
  - c. Employees are responsible for keeping management apprised of their schedule and whereabouts; and, must respond to directions from management to complete work assignments by specific deadlines.
  - d. Employees shall not:
    - (1) Be charged any paid leave for absences in less than whole day increments.



- (2) Be docked or have their salary reduced for absences of less than an entire day.
- (3) Be suspended in increments of less than one complete work week (i.e., one week, two weeks, three weeks, etc.)
- (4) Have their pay reduced as a result of a disciplinary (adverse) action pursuant to Government Code section 19572.
- (5) Have absences of less than one day recorded for attendance record keeping or compensation purposes. Employees may, however, be required to record time for other purposes (e.g., budgeting, project tracking, etc.).

### **8.3 Work Shift Schedules**

- A. Unless otherwise specified herein, the regular workweek of full-time Unit 9 employees shall be forty (40) hours.
- B. Varying work shifts (swing shift, night shift or any work shift other than a traditional day shift) may be established by the employer in order to meet the needs of the State agencies.
- C. Employees' work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.

### **8.4 Telecommuting and Alternate Work Schedules – Effective September 1, 1999**

- A. Telecommuting and alternate work schedules (e.g., 4/10/40) may be permitted where:
  - 1. They enhance productivity, improve facility utilization, reduce traffic congestion, improve air quality; and,
  - 2. Do not jeopardize safety or impact office or employee efficiency, necessary or valuable on-site interaction with others, or service to other departmental units, governmental agencies, clients, or members of the public.
- B. Telecommuting and/or alternate work schedules shall be permitted at the discretion of the appointing department. Departments that permit telecommuting and/or alternate work schedules may establish reasonable procedures and requirements (e.g., pertaining to the number of days and hours employees telecommute, what type of alternate work schedules are available, safety, equipment, availability, amount of notice to affected employee prior to discontinuing telecommuting or alternate work schedules) which employees must satisfy.
- C. Alternate work schedules that result in overtime for employees in WWG 2 because of the requirements of the FLSA shall not be permitted.



- D. This telecommuting section shall not be subject to the grievance and arbitration procedure contained in Article 12, except that employees who believe their request to telecommute (or have an alternate work schedule) was denied for purposes of discrimination, harassment, reprisal or retaliation may file a grievance that can be appealed up to the second level of the grievance procedure.

## **ARTICLE 9 – HOLIDAYS**

### **9.1 Holidays (Amends existing, effective July 1, 2002)**

- A. All full-time and part time employees, shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Observed holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:
  - 1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
  - 2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
  - 3. For those employees who work schedules other than Monday through Friday, those holidays listed in Subsection B. above shall be observed on the day on which the holiday occurs. An employee shall receive compensation for only the observed or actual holiday, not both.
- C. Every full-time and part-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time and part-time employee on the first day of July.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion allow the employee to either carry the personal holiday to the next fiscal year or, cash out the holiday on a straight time (hour-for-hour) basis.
- E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.
- F. When an observed holiday falls on an employee's regularly scheduled day off, full-time employees shall accrue eight (8) hours of holiday credit per said holiday. If the employee is required to work on the observed holiday, the employee shall be compensated in accordance with paragraph G or I below. An employee shall receive compensation for only the observed or actual holiday, not both.



- G. When a full-time employee in Work Week Group 2 is required to work on an observed holiday, such employee shall receive one and one-half (1-½) the hourly rate for all hours worked on the holiday. The method of compensation shall be at the State's discretion. If a full-time employee works eight hours on the holiday, the employee shall receive no more than twenty (20) hours of total compensation (combination of holiday credit, CTO, and cash) for each holiday worked.
- H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.
- I. Work Week Group E or SE Employees: When a permanent full-time employee is required to work on an observed holiday and the observed holiday falls on the employee's regularly scheduled day off, the employee shall receive up to eight hours of holiday credit and four (4) hours of informal time off. If an observed holiday falls on an employee's normal day off, and the employee does not work, the employee shall receive no more than eight hours of holiday credit.
- J. Part time employees in workweek Group 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in paragraph K below, and one and one-half (1½) compensation for all hours worked on the observed holiday, compensable by cash or holiday credit. The method of compensation shall be at the State's discretion.
- K. Part time employees shall receive holidays in accordance with the following:



**CHART FOR COMPUTING VACATION, SICK LEAVE, AND  
HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES  
SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1**

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP								HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
		7	10	11	12	13	14	15	SL/HOL 8
1/5		1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5		2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5		4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5		5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8		0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4		1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8		2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2		3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8		4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4		5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8		6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10		0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10		2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10		4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10		6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

A part time employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.

- L. Holiday Credit may be requested and taken in fifteen (15) minute increments.
- M. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- N. Upon termination from State employment, an employee shall be paid for unused holiday credit.



## **ARTICLE 10 – INSURANCE**

### **10.1 Life Insurance**

1. In addition to the benefit amounts provided by Labor Code Section 4701 and 4702, and the approximate \$15,000 State death benefit provided Unit 9 employees, Caltrans agrees to provide a \$50,000 death benefit effective November 1, 1987, payable to the designated beneficiary, as specified on PERS Form 241, of any Caltrans Unit 9 employee who is killed while performing assigned State duties provided:
  - a. The employee was hit by a motor vehicle, by any part of the vehicle, any object carried in or on the vehicle, or any object dislodged from or by the movement of any vehicle being operated in the State highway right-of-way or public street; and
  - b. Payment of the Workers' Compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code Section 5705.
  - c. The insurance carrier determines if it is a covered accident.
2. Caltrans will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the \$50,000 to the deceased employee's designated beneficiary. Payment shall only be made if all of the qualifying criteria contained in this section are satisfied. In accordance with existing law, a copy of the investigation report will be provided to PEGC upon request.
3. In the event of a dispute regarding appropriate designated beneficiaries, the Caltrans Unit 9 insurance benefit will not be paid until the disputants legally verify that they have settled their dispute or a court of competent jurisdiction resolves the matter for them.

### **10.2 Accidental Death/Dismemberment Benefits**

- A. In addition to the benefit provisions of Labor Code Section 4702, and the approximate \$15,000 State death benefit provided Unit 9 employees, the State agrees to provide at least \$50,000 air travel insurance for Unit 9 employees. The benefit is payable to the employee, employee estate or his/her designated beneficiary in the case of accidental death or dismemberment, provided the employee is required to fly as a passenger in other than regularly scheduled passenger aircraft to fulfill his/her work requirement.
- B. In the event of a dispute regarding appropriate designated beneficiaries, the life insurance benefit will not be paid until the disputants legally verify that they have settled their dispute or a court of competent jurisdiction resolves the matter for them.
- C. This provision will be effective upon ratification of this MOU by both the Legislature and PEGC.



## **ARTICLE 11 – RETIREMENT**

### **11.1 First Tier Eligibility for Employees in Second Tier**

An employee in the Second Tier may exercise the Tier 1 right of election at any time. An employee who makes this election would then be eligible to purchase past Second Tier service. The parties will work with CalPERS to establish more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from 96 months (8 years) to 144 months (12 years) or up to 180 months (15 years), and allowing employees to purchase partial amounts of service.

New employees who meet the criteria for CalPERS membership would be enrolled in the First Tier plan and have the right to be covered under the Second Tier plan within 180 days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, he or she would remain in the First Tier plan.

Employees who purchase their past service would be required to pay the amount of contributions they would have paid had they been First Tier members during the period of service that they are purchasing. If required by CalPERS law, the amount will include interest.

### **11.2 401(k) Deferred Compensation Program**

Employees in Unit 9 may participate in the State of California, Department of Personnel Administration, existing 401(K) Deferred Compensation Program.

### **11.3 457 Deferred Compensation Program**

Employees in Unit 9 may participate in the current State of California, Department of Personnel Administration, 457 Deferred Compensation Program.

### **11.4 Tax Deferral of Lump Sum Leave Cash Out Upon Separation**

- A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401k plan offered through the State's Savings Plus Program (SPP).
- B. If an employee does not have an existing 457 and/or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than 60 days prior to his/her date of separation.
- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.
- D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "over-defers" exceeding the limitation on annual deferrals).



- E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing Plan document (which may at the State's discretion be amended from time to time), and applicable federal and state laws, rules and regulations.
- F. Disputes arising under this section of the MOU shall not be subject to the grievance and arbitration provision of this agreement.

### **11.5 Determination of Safety Retirement Eligibility**

The parties agree that the provisions of Government Code sections 19816.20 and 20405.1 shall apply to Unit 9.

### **11.6 Safety Retirement – Product Engineers, Prison Industries**

The Department of Personnel Administration shall notify the Public Employees Retirement System that employees in the Associate Product Engineer, Prison Industries, classification satisfy the criteria for safety membership. Past service in this classification shall be credited to the safety category.

### **11.7 Safety Retirement – Civil Engineers, CDF**

PECG agrees to support the following legislation that removes Civil Engineers hired by the Department of Forestry and Fire Protection hired on or after January 1, 2000, from the safety category.

Government Code section 20400 is amended to read:

- A. "State safety member" also included members employed in the Department of Forestry and Fire Protection, whose principal duties consist of active fire suppression or supervision, including, but not limited to, members employed to perform duties now performed under the following titles: State Forester; all classes of fire prevention and law enforcement officers; all classes of Foresters; Fire Captain; all classes of Fire Crew Foreman; all classes of Forestry Trainees; all classes of forestry equipment and civil engineers; Forestry Superintendent, Conservation Camps; Fire Apparatus Engineer; Fireman, CDF; Firefighter (Seasonal); Equipment Maintenance Forman; Heavy Fire Equipment Operator. However, "state safety members" shall not include members employed in classes other than those set forth in this section whose principal duties are clerical or such as otherwise clearly do not fall within the scope of active fire suppression.
- B. Notwithstanding subsection (a) Civil Engineers hired by the Department of Forestry and Fire Protection on or after January 1, 2000 shall not be state safety members.

### **11.8 Employee Retirement Contribution Reduction - Safety Members (New)**

- A. Effective April 1, 2002, employees who are safety members (2.5% at 55) under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced to one percent (1%) of compensation in excess of two hundred thirty eight (\$238) dollars each month.



- B. Effective July 1, 2003, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.
- C. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective July 1, 2003, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year". However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the MOU, and all obligations set forth herein, to be null and void. In the event this agreement becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

#### **11.9 Employee Retirement Contribution Reduction - Miscellaneous Members (New)**

- A. Effective April 1, 2002, the State agrees to the following:
  - 1. Employees who are miscellaneous and/or industrial members of the first tier plan who are subject to Social Security under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced to zero.
  - 2. Employees who are miscellaneous and/or industrial members of the first tier plan who are subject to Social Security under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced to one percent (1%) of compensation in excess of three hundred seventeen dollars (\$317).
- B. Effective July 1, 2003, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.
- C. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective July 1, 2003, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year". However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the MOU, and all obligations set forth herein, to be null and void. In the event this agreement becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.



## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **12.1 Purpose**

- A. This grievance procedure shall be used to process and resolve grievances arising under this Agreement and employment-related complaints.
- B. The purposes of this procedure are:
  - 1. To resolve grievances informally at the lowest possible level;
  - 2. To provide an orderly procedure for reviewing and resolving grievances and complaints promptly.

### **12.2 Definitions**

- A. A grievance is a dispute of one or more employees, or a dispute between the State and PEGC, involving the interpretation, application, or enforcement of the express terms of this Agreement.
- B. A complaint is a dispute of one or more employees or PEGC involving the application or interpretation of a written rule or policy not covered by this Agreement and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.
- C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.
- D. As used in this procedure, the term "party" means PEGC or employee, or the State.
- E. A "PEGC representative" refers to an employee designated as a PEGC steward or a paid staff representative.

### **12.3 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

### **12.4 Waiver of Steps**

The parties may mutually agree to waive any step of the grievance procedure.

### **12.5 Presentation**

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a PEGC representative, or both, may attend without loss of compensation.



## **12.6 Informal Discussion**

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days, the immediate supervisor shall give his/her decision or response.

## **12.7 Formal Grievance - Step 1**

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:
  - 1. Twenty-one (21) calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance;
  - 2. Within fourteen (14) calendar days after receipt of the decision rendered in the informal grievance procedure.
- B. However, if the informal grievance procedure is not initiated within the period specified in Item (1) above, the period in which to bring the grievance shall not be extended by Item (2) above.
- C. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first level of appeal.
- D. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance.
- E. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

## **12.8 Formal Grievance - Step 2**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal. If the department head or designee is the first level of appeal, the grievant may bypass Step 2.
- B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.
- C. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.



### **12.9 Formal Grievance - Step 3**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.
- B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.

### **12.10 Formal Grievance - Step 4**

- A. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within fourteen (14) calendar days after receipt to the Director of the Department of Personnel Administration or designee.
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance.

### **12.11 Response**

If the State fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

### **12.12 Formal Grievance - Step 5**

- A. If the grievance is not resolved at Step 4, within thirty (30) calendar days after the 4th level response, PEGC shall have the right to submit the grievance to arbitration.
- B. Within 14 calendar days after the notice requesting arbitration has been served on the State or at a date mutually agreed to by the parties, the parties shall meet to select an arbitrator. If no agreement is reached on the selection of an arbitrator the parties shall, immediately and jointly, request the State Mediation and Conciliation Service or the American Arbitration Association to submit to them a panel of nine (9) arbitrators from which the State and PEGC shall alternately strike names until one name remains and this person shall be the arbitrator. If the parties can not agree from which service to obtain the list of arbitrators, the party requesting arbitration shall pay all costs, if any, of obtaining the list of arbitrators.
- C. The arbitration hearing, itself, shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties.
- D. An arbitrator may, upon request of PEGC and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.



- E. The arbitrator shall not have the power to add to, subtract from, or modify this contract. Only grievances as defined in subsection 12.2(A) of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

## **ARTICLE 13 – LAYOFF AND REEMPLOYMENT**

### **13.1 Layoff and Reemployment**

- A. Application

Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "employees") in any State agency, the State may lay off employees pursuant to this Section.

- B. Order of Layoff

Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board and Department of Personnel Administration rules.

- C. Notice

Employees compensated on a monthly basis shall be notified 30 calendar days in advance of the effective date of layoff. Where notices are mailed, the 30 calendar day time period will begin to run on date of mailing of the notice. The State agrees to notify the PEGC no later than 30 calendar days prior to the actual date of layoff.

- D. Transfer or Demotion in Lieu of Layoff

The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable Department of Personnel Administration rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

- E. Reemployment

In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or subdivisional reemployment lists in accordance with Section 19056 of the Government Code.



**F. State Service Credit for Layoff Purposes**

In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven consecutive working days falls into two consecutive qualifying pay periods, the second pay period shall be disqualified.

- G.** Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or mandatory geographic transfer who meet the minimum qualifications for the vacancy being filled, provided that the vacancy is equivalent in salary and responsibility and in the same geographic area and bargaining unit.
- H.** Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the procedures established in Government Code section 19997.14. The hearing officer's decision shall be final and upon its issuance the Department of Personnel Administration (DPA) shall adopt the hearing officer's decision as its own. In the event that either the employee(s) or appointing power seeks judicial review of the decision pursuant to Government Code section 19815.8, DPA, in responding thereto, shall not be precluded from making arguments of fact or law that are contrary to those set forth in the decision.

## **ARTICLE 14 – MISCELLANEOUS**

### **14.1 Release of Home Addresses**

**A. Home Addresses – Generally**

Consistent with PERB regulations and State law, the State shall continue to provide PEGC with home addresses on a monthly basis for all non-law enforcement related employees covered by this contract until it expires.

Notwithstanding any other provision of this agreement, any employee may have his/her home address withheld from PEGC at any time by submitting a written request to his/her appointing power on a form provided by the State.

**B. Home Address Withholding By Non-Law Enforcement Related Employees**

Effective one-month following ratification of this agreement by both parties, the State will no longer use an Employee Action Request form that provides Unit 9 employees who perform non-law enforcement related functions with the option of having their home address withheld from PEGC. Instead, employees who perform non-law enforcement related functions will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from PEGC, or (2) to cancel a previous withhold request thereby permitting release of their home address to PEGC.



C. Home Address Withhold Notification to Non-Law Enforcement Related Employees

Within one month following ratification of this agreement by both parties, the State will send a letter to all existing Unit 9 employees who perform non-law enforcement related functions that have previously requested their home address remain confidential. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to PEGC.

D. Release and Use of Addresses

The State Controllers Office will send PEGC a list of all Unit 9 employees who, pursuant to subsection (C) above, either did not respond or responded by indicating they wanted to continue withholding their home address from PEGC. The State Controllers Office will also send PEGC a list of all Unit 9 employees who perform law enforcement-related functions (if any). Said list(s) will contain the employees' name, agency and reporting unit.

E. Home Address Mailings By The State

The State will mail PEGC information once per year to the home address of law enforcement-related employees, and non-law enforcement employees who have requested their home address be withheld from PEGC. Said material shall be provided by PEGC. The cost of this mailing shall be paid for by PEGC. PEGC agrees to hold the State harmless for any annual mail that does not reach Unit 9 employees.

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by PEGC. PEGC shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity or organization. Employee addresses shall only be used by PEGC for representational purposes.

G. Nature of Material

PEGC agrees that any of its literature mailed to employees by the State will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any produce or service unrelated to representation by PEGC.

H. Costs Reimbursable

PEGC agrees to pay necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home/work address tape file on a monthly basis.

I. Hold Harmless and Indemnification

Notwithstanding any other provision of this agreement, PEGC agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless in defending challenges of any nature arising as a result of this section of the agreement.



## **14.2 Work and Family Committee**

- A. The parties agree to establish one statewide permanent joint labor/management committee on work and family. The committee shall serve in an advisory capacity to the Department of Personnel Administration's Work and Family Program. Work and family related activities that the committee will engage in include sponsoring research, reviewing existing programs and policies, recommending new programs and policies, initiating marketing efforts, and evaluating the effectiveness of initiatives implemented by the Work and Family Program. Such work and family programs and policies may include, but are not limited to childcare, elder care, family leave, flexibility in the workplace, and a variety of other family-friendly programs and policies.
- B. The committee shall be comprised of an equal number of management and union representatives. PEGC recognizes that membership on the committee may also include any or all other unions representing State employees. The committee shall have co-chairpersons, one representing management and one representing labor. PEGC shall have one representative on the committee.
- C. The parties agree the PEGC representative shall attend committee meetings without loss of compensation. The co-chairpersons may determine that subcommittees are necessary or preparatory work other than at committee meetings is necessary. If this occurs, the management co-chairperson may request that additional release time be granted for this purpose. Approval of release time is subject to operational need.
- D. The committee shall meet regularly and shall begin meeting after the ratification of this contract.
- E. The \$5 million dollars established in the Work and Family Fund shall be administered by the Department of Personnel Administration. Amounts to be allocated and expended annually from the fund shall be determined by the Department of Personnel Administration and the committee.

## **ARTICLE 15 - PERSONNEL ACTIVITIES**

### **15.1 Personnel Files**

- A. All bargaining unit employees shall have access to the material in their official personnel files. Such access shall be during normal personnel office work hours and shall not be unreasonably denied. The employee may be required to obtain from the supervisor approval of the specific time for such access. The employee's PEGC representative shall have access to the personnel file either by accompanying the employee or by presenting a written authorization from the employee. The authorization shall cover only the period of time specified by the employee. Files shall not be removed from the personnel office without management approval. The employee or his/her PEGC representative shall be allowed a copy of the material in the personnel file. Materials relating to an employee's performance included in the personnel file shall be retained for a period of time specified by each department, except all materials of a negative nature shall be purged after three years by personnel office employees accessing the file for any reason. The act of removing



dated negative material shall be accomplished in a manner which is not apparent to anyone but other employees of the personnel office.

- B. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

## **15.2 Appeal of Involuntary Transfer**

- A. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 12 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Personnel Administration disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration law and rules.
- B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

## **ARTICLE 16 - HEALTH AND SAFETY**

### **16.1 Health and Safety**

The State and PEGC shall, upon request by PEGC, develop a Health and Safety Committee. The committee shall consist of up to five (5) PEGC representatives (selected by PEGC) and five (5) management representatives. The chairperson shall be selected by management. The committee may meet on a quarterly basis, unless mutually agreed otherwise. PEGC representatives shall serve without loss of compensation not to exceed eight (8) hours each quarter unless authorized by the chair.

The affected department(s) shall attempt to remedy any Health and Safety problems identified through recommendations of the committee.

## **ARTICLE 17 - STATE RIGHTS**

### **17.1 State Rights**

All the functions, rights powers and authority not specifically abridged by this MOU are retained by the employer.



## **ARTICLE 18 – REPRESENTATION**

### **18.1 Representatives**

- A. The State recognizes and agrees to deal with PEGC designated representatives on matters related to employer-employee relations.
- B. PEGC shall provide the State with a written list of PEGC employee representatives at each work location and shall notify the State promptly of any changes of such representatives. PEGC representatives shall not be recognized by the State until the list or changes have been received by DPA and the department head or designee.
- C. Upon prior notification to and approval of the appropriate time by the representatives' supervisors, PEGC representatives will be allowed a reasonable amount of time off without loss of compensation for the purposes of representing employees. Unless otherwise authorized by the department head or designee, the representative will limit representational activities to his/her general geographical area.

### **18.2 Employees**

With prior notification to and approval of the appropriate time by the supervisor, bargaining unit employees will be granted reasonable time off without loss of compensation (a) to prepare and present their own grievances, SPB and BOC claims and appeals, (b) to respond to disciplinary actions taken against them, (c) with five working days' notice (when feasible) to attend hearings conducted by the State Personnel Board and Board of Control provided the employee is either a party to the proceedings or specifically affected by the results of the hearing and has been scheduled to appear or testify, (d) to participate in State civil service examinations that have been scheduled during the employees' normal working hours, and (e) to participate in hiring interviews when certified from an employment list. Except for time off without loss of compensation, the State will not be responsible for other expenses associated with any of the activities listed in this section.

### **18.3 Information**

Each quarter, the State shall furnish PEGC, at cost, with a magnetic tape and printout of all bargaining unit employees containing their full names, home addresses (if permitted by PERB regulation and as otherwise consistent with section 14.1 (Home Addresses)), employee organization sponsored deduction codes, agencies, reporting units, class and schematic codes. The list will be arranged in alphabetical order by last name.

Each month the State shall furnish PEGC, at cost, with a magnetic tape and printout (alphabetical by last name) of all employees from whose salaries deduction were made for PEGC dues.

Each month the State shall furnish PEGC, at cost, with a magnetic tape and printout of the names and work locations of employees new to the bargaining unit and all employees who left the bargaining unit during the previous month.

PEGC may obtain, at cost, any other printouts or information legally available from the State Controller.



The magnetic tapes referred to in the above paragraphs shall be loaned to PEGC and returned to the State Controller.

#### **18.4 Access**

PEGC representatives shall be allowed access to bargaining unit employees at the work site during working hours for representational purposes. The department head or designee may require notification by the PEGC representatives prior to permitting access.

Subject to availability of a facility and notification of the department head or designee, PEGC representatives shall have access to State facilities during non-working hours to meet with employees regarding PEGC activities and business provided PEGC shall reimburse the State if the State incurs significant additional costs as a result of this use.

Access to bargaining unit employees or use of State facilities shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, employee requested privacy, emergency, or the accomplishment of the State's mission.

#### **18.5 Bulletin Boards**

- A. PEGC shall be provided adequate space to post material on State-furnished bulletin boards which are located at easily accessible locations at each work site of employees in the bargaining unit.
- B. Any materials posted must be dated and initialed by the PEGC representative responsible for the posting and a copy of all materials posted must be given to the department head or designee. PEGC shall not post any material of an illegal, obscene, libelous, defamatory or a solely partisan political nature on PEGC bulletin board space.
- C. Each party accepts responsibility and liability for its actions which may bring about claims or suits as a result of the use of State-furnished bulletin boards.

#### **18.6 Distribution of Literature**

- A. PEGC representatives may distribute PEGC literature at the worksite during non-working hours (before or after their working hours or during the meal or coffee breaks). PEGC shall not distribute literature of an illegal, libelous, obscene, defamatory or of a solely partisan political nature.
- B. Each party agrees to accept responsibility and liability for its actions which may bring about claims or suits as a result of the distribution of PEGC literature at State work sites.

#### **18.7 Employee Orientation**

Each employee new to the bargaining unit and a PEGC employee representative shall be given the opportunity to meet, consistent with section 18.4, Access, for 15 minutes during normal working hours for orientation of the employee to the MOU and PEGC.



## **18.8 State Phones**

PECG representatives shall be permitted reasonable access to State telephones to make calls for PECG representation purposes; provided, however, that such access to State telephones shall not result in any additional costs to the State, nor shall it interfere with the conduct of State business.

## **18.9 Organizational Security**

The State agrees to deduct and transmit to PECG all membership dues authorized on a form provided by PECG. The State agrees to deduct and transmit to PECG fees from State employees in Unit 9 who do not become members of PECG. The State and PECG agree that a system of authorized dues deductions and a system of fee payer deductions shall be operated in accordance with Government Code Section 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:

- A. The amount of dues and fees deducted from PECG members' and fee payers' pay warrants shall be set by PECG and changed by the State upon written request of PECG.
- B. The State and PECG agree that if a fee payer recision election is held in Unit 9 pursuant to Government Code Section 3515.7(d), a majority of those votes casts, rather than a majority of the members of the Unit, shall determine whether the fee payer deductions shall continue.
- C. Any employee may withdraw from PECG by sending a signed withdrawal letter to PECG at any time. A withdrawal under this paragraph does not then relieve an employee from the fee payer provisions of this Agreement. An employee who so withdraws his or her membership shall be subject to paying a fee if such a fee is applicable to Unit 9.
- D. PECG agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State rising from this Article and the deductions arising therefrom.
- E. PECG agrees to attempt to annually notify all State employees in Unit 9 who pay fair share fees of their right to demand and receive from PECG and return of part of that fee pursuant to Government Code Section 3518.8.
- F. No provisions of this Section or any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this agreement.

## **18.10 No Reprisal**

The State shall not impose or threaten to impose reprisals; discriminate or threaten to discriminate against an employee; or take any other action against an employee because of his/her exercise of any rights provided by the Dills Act or this MOU.



### **18.11 Information to Employees**

Annually, the State will provide all bargaining unit employees with information relating to their vacation, sick leave, CTO balances, and their retirement contributions and interest. The State agrees to determine if the Controller can produce statements on other benefits; however, the actual production and distribution of such reports is dependent on the developmental cost and the Controller's priorities.

### **18.12 Payroll Deduction**

1. It is the intent of this Section to provide for payroll deductions, except for deductions defined in Section 18.9, Organizational Security, of PEGC members to be deducted from their warrants insofar as permitted by law. The State agrees to deduct and transmit to PEGC all authorized deductions from all PEGC members who have signed an approved authorization card for such deductions on a form provided by PEGC, less necessary administrative costs incurred by the State Controller.
2. PEGC agrees to indemnify, defend and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its check-off for PEGC deductions.

## **ARTICLE 19 – ENTIRE AGREEMENT AND SUPERSESSION**

### **19.1 Entire Agreement**

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or MOU by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this MOU, it is agreed and understood that each party to this MOU voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this MOU, for the duration of the MOU.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this MOU as provided in subsection B below.

- B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this MOU.

The parties recognize that during the term of this MOU, it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify PEGC of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 9, when all three of the following exist:

- (1) Where such changes would have an impact on working conditions of a significant number of employees in Unit 9;
- (2) Where the subject matter of the change is within the scope of representation pursuant to the Dills Act;
- (3) Where PEGC requests to negotiate with the State.



Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this MOU. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Dills Act.

## **19.2 Supersession**

The following Government Code Sections and all DPA regulations and/or rules related thereto are hereby incorporated into this MOU. However, if any other provision of this MOU is in conflict with any of the Government Code Sections listed below or the regulations related thereto, such MOU provision shall be controlling. The Government Code Sections listed below are cited in Section 3517.6 of the Dills Act.

### **A. Government Code**

#### **1. General**

19824 Establishes monthly pay periods.

19839 Provides lump-sum payment for unused vacation accrued or compensating time off upon separation.

19888 Specifies that service during an emergency is to be credited for vacation, sick leave, and MSA.

#### **2. Step Increases**

19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.

19832 Establishes annual merit salary adjustments (MSA's) for employees who meet standards of efficiency.

19834 Requires MSA payments to qualifying employees when funds are available.

19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds.

19836 Provides for hiring at above the minimum salary limit in specified instances.

19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates.)

#### **3. Holidays**

19853 Establishes legal holidays.

19854 Provides for personal holiday.



#### 4. Vacations

19858.1 Defines amount earned and methods of accrual by full-time employees.

19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.

19856.1 Requires DPA to define the effect of absence of 10 days or less on vacation accrual.

19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

19143 Requires DPA to establish rules regarding vacation credit when employees have a break in service over six months.

19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

#### 5. Sick Leave

19859 Defines amount earned and methods of accrual for full-time and part-time employees.

19861 Allows DPA to define the effect on sick leave credits of absences of 10 days or less in any calendar month.

19862 Permits sick leave to be accumulated.

19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.

19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.

19864 Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.

19866 Provides sick leave accumulation for non-civil service employees.

19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

#### 6. Paid Leaves of Absence

19991.3 Jury duty.

19991.5 30-day educational leave for the medical staff and medical technicians of the Veterans' Home.

19991.7 Teachers' educational leave and earned credits subject to DPA rule.



7. Uniforms, Work Clothes, and Safety Equipment

19850 Definitions.

19850.1 Provides for uniform allowances.

19850.3 Requires DPA to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.

19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.

19850.5 Provides for initial issuance of required safety equipment at State expense.

8. Industrial Disability Leave (IDL)

19869 Defines who is covered.

19870 Defines "IDL" and "full pay".

19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.

19871.1 Provides for continued benefits while on IDL.

19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.

19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.

19874 Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.

19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.

19876 Payments contingent on medical certification and vocational rehabilitation.

19877 Authorizes DPA to adopt rules governing IDL.

19877.1 Sets effective date.

9. Non-Industrial Disability Insurance (NDI)

19878 Definitions.

19879 Sets the amount of benefits and duration of payment.

19880 Sets standards and procedures.

19880.1 Allows employee option to exhaust vacation prior to NDI.

19881 Bans NDI coverage if employee is receiving unemployment compensation.



19882 Bans NDI coverage if employee is receiving other cash payment benefits.

19883 Provides for discretionary deductions from benefit check, including employer contributions; employee does not accrue sick leave or vacation credits or service credits for any other purpose.

19884 Filing procedures; determination and payment of benefits.

19885 Authorizes DPA to establish rules governing NDI.

#### 10. Life Insurance

20750.11 Provides for employer contributions.

21400 Establishes group term life insurance benefits.

21404 Provides for Death Benefit from PERS.

21405 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

#### 11. Health Insurance

22816 Provides for continuation of health plan coverage during leave of absence without pay.

22825 Provides for employee and employer contribution.

22825.1 Sets employer contribution.

#### 12. Workweek

19851 Sets 40-hour workweek and 8-hour day.

19843 Directs the DPA to establish and adjust workweek groups.

#### 13. Overtime

19844 Directs DPA to establish rules regarding cash compensation and compensating time off.

19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.

19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.

19863 Allows use of accumulated compensable overtime while on temporary disability (due to work- incurred injury) to augment paycheck.

#### 14. Callback Time

19849.1 Allows DPA to set rules and standards for callback time based on prevailing practices and the needs of State service.



## 15. Deferred Compensation

19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.

## 16. Relocation Expenses

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

## 17. Travel Expenses

19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.

19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.

## 18. Unpaid Leaves of Absence

19991.1 Allows the appointing power to grant a one- year leave of absence; assures the employee a right of return.

19991.2 Allows the appointing power to grant a two- year leave for service in a technical cooperation program.

19991.4 Provides that absence of an employee for work- incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.

19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

## 19. Performance Reports

19992 Provides for establishment of performance standards by State agencies.

19992.1 Provides for a system of performance reports and allows DPA to enforce adherence to appropriate standards.

19992.2 Requires the appointing power to prepare performance reports and show them to the employee.

19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals and promotional examinations as prescribed by DPA rule.

19992.4 Allows DPA to establish rules leading to reduction in class and compensation or dismissal for unsatisfactory service.

## 20. Involuntary Transfers

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.



19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.

19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

## 21. Demotion and Layoff

19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional re-employment lists take priority over others.

19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.

19997.8 Allows demotion in lieu of layoff.

19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.

19997.11 Establishes re-employment lists for laid-off or demoted employees.

19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.

19997.13 Requires 30-day written notice prior to layoff and not more than 60-days after seniority computed.

19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

## 22. Incompatible Activities

19990 Requires each appointment power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.

## 23. Use of State Time

19991 Provides State time for taking civil service examinations including employment interviews for eligibles on employment lists, or attending a meeting of DPA or SPB on certain matters.

## 24. Training

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.

19995.3 Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.



B. Applicable Education Codes

Part 43, Section 70000, et al.

Part 32, Section 59000, et al.

## **ARTICLE 20 - SAVINGS CLAUSE**

### **20.1 Savings Clause**

Should any provision of this MOU be found unlawful by a court of competent jurisdiction, the remainder of the MOU shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

## **ARTICLE 21 - NO STRIKE**

### **21.1 No-Strike Clause**

- A. During the term of this Agreement, neither PEGC nor its agents or any Bargaining Unit 9 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. PEGC agrees to notify all of its officers, stewards, representatives, agents, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any interference which may be caused or initiated by others and to encourage employees violating this Section to return to work.

## **ARTICLE 22 – TRAINING**

### **22.1 Training**

The State agrees to reimburse bargaining unit employees for expenses incurred as a result of attending job-required courses as authorized by the department. Such reimbursement shall be limited to tuition and/or registration fees, cost of course-required books, transportation or mileage expenses, toll and parking fees, and lodging and subsistence expenses.

Reimbursement for the above expenses shall be in accordance with existing Administrative Code sections except as otherwise provided in this MOU. When training occurs during normal working hours, the employee shall receive his/her regular salary.

The State shall reimburse bargaining unit employees for departmentally approved expenses incurred as a result of attending authorized job-related or career-related training or education in accordance with DPA rules.



Each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements because of the new State Law effective January 1, 1989, will make available to the employee any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination.

## **ARTICLE 23 – STATE OWNED HOUSING AND UTILITY RATES**

### **23.1 State-Owned Housing Rental and Utility Rates**

#### **A. Rent**

Effective July 1, 1989 and annually thereafter for the duration of this contract, current rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may with sixty (60) day notice be increased by the State as follows:

1. Where employees are currently occupying State-owned housing, the State may raise such rates paid by employees up to twenty-five percent (25%) each year, not to exceed Fair Market value.
2. During the term of this contract, where no rent is being charged the State may raise rents up to seventy-five dollars (\$75) per month or when an employee vacates State-owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the Fair Market value.
3. Employee rental of State housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, when the rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.
4. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days' advance notice.

#### **B. Utilities**

Effective July 1, 1989 and annually thereafter, current utility charges for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.



## APPENDICIES AND SIDE LETTERS

### Side Letter 1 - Associate Transportation Engineers (Caltrans)

DPA agrees that employees currently in the Associate Transportation Engineer, CalTrans class shall not receive salary reductions now or in the future due to any classification actions resulting from current Associate issues within CalTrans. For the same reason, salaries or salary ranges for these employees shall not be "frozen" or held back in relationship to other classifications.

### Side Letter 9 - Deep Class – Equipment Engineer

- A. The State (Caltrans) agrees to develop a new Equipment Engineer deep classification to be submitted to the State Personnel Board (SPB) for its consideration and approval. Said series shall serve to consolidate the classification of Equipment Engineer and Associate Equipment Engineer for use on a statewide basis.

- B. A draft classification proposal shall be expeditiously prepared by Caltrans. Said proposal shall be consistent with the following:

The Department of Personnel Administration (DPA) will review said proposal, notice Professional Engineers in California Government (PECG) pursuant to Article VI, Section 6.2 of the Unit 9 Memorandum of Understanding. Any changes to the proposal made by DPA shall only be after agreement with PECG. DPA shall expeditiously submit the final proposal to SPB, and the parties agree that it shall be placed on the consent calendar.

- C. Creation of a deep class shall not result in Work Week Group change for affected classifications or employees.
- D. The Alternate Range Criteria governing employee movement between ranges shall generally be as follows: (See Attachment 1)
- E. The salary range for the deep class shall be as follows, unless otherwise provided for in the Unit 9 collective bargaining agreement:

Range A:	\$ 3273 - 3788
Range B:	\$ 3747 - 4550
Range C:	\$ 4213 - 5118
Range D:	\$ 4635 - 5632

- F. Alternate Range Criteria:

When an employee first enters the class, he/she shall be eligible for appointment to the appropriate range in terms of the following criteria. Professional, engineering experience for the purpose of the Alternate Range Criteria is defined as actual work experience gained after graduation from a four-year college or university with a degree in an engineering curriculum.



### **Range A**

This range shall apply to persons who meet the minimum qualifications but do not meet the criteria for Range B, Range C, or Range D.

### **Range B**

This range shall apply to persons who have either:

1. One year experience in the California state service performing duties equivalent to an Equipment Engineer Range A, or
2. Two years of professional engineering experience outside State service performing equipment engineering work.

And

A bachelor's degree in an engineering curriculum accredited by the Accreditation Board of Engineering and Technology.

3. A master's or doctorate degree program accredited by the Accreditation Board for Engineering and Technology.

### **Range C**

This range shall apply to persons who have either:

1. Two years of experience in the California state service performing duties equivalent to an Equipment Engineer, Range B, or
2. Four years of professional engineering experience outside State service performing equipment engineering work.

And

A bachelor's degree in an engineering curriculum accredited by the Accreditation Board for Engineering and Technology. (Possession of a Doctorate Degree in Engineering may be substituted for two years or experience; possession of Master's Degree in Engineering may be substituted for one year of experience.)

### **Range D**

This range shall apply to persons who have: Possession of a valid certificate of registration as an engineer issued by the California State Board for Registration for Professional Engineers.

When the requirements for movement to Range B or C are met, the employee shall receive the rate in Range B or C under the provisions of the Department of Personnel Administration Rule 599.676, except that upon movement from Range C to D, the provisions of Department of Personnel Administration Rule 599.674(b) shall apply.



## Side Letter 10

Notwithstanding Government Code Section 22777, the State employer shall, upon the death of a bargaining unit 9 employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed 120 days beginning in the month of the employee's death. The surviving spouse or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees Retirement System. The surviving spouse or eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation or vision benefits.

## Side Letter 11 – Engineering Geologist (Deep Class)

Incumbent employees who, on September 1, 2002, met the criteria for movement to a new salary range in the Engineering Geologist, Deep Class, shall receive a salary advancement effective with the September 2002 pay period.

Originally signed by	Originally signed by
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DPA	PECG
10/10/02	10/08/02
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Date	Date

## Side Letter 12

The State and the PECG recognize the importance of dealing with Work and Family issues. The parties also agree to make available the following programs to State employees utilizing funds from the \$5 million allocated to Work and Family as provided in the current collective bargaining agreement until December 31, 2004.

### A. Dependent Care Subsidies

The State and the union agree to allocate \$2 million from the Work and Family Fund to establish a dependent care subsidy program for eligible State employees.

The program shall be administered as follows:

1. Employees may be eligible to receive a one-time four hundred dollar (\$400) subsidy for their qualified dependent as defined by Title 26, Subtitle A, Chapter 1, Subchapter A, Part IV, Subpart A, Section 21 for the Internal Revenue Code.



2. To be eligible for the subsidy, an employee's total household income may not exceed a monthly base income of \$3,500 or a total of \$42,000 per year. Total household income shall include Income from a spouse and/or domestic partner as defined in the Family Code Section 297. Employees will be required to self-certify their income. A random audit verification of approximately ten percent (10%) of the eligible employees may be conducted. Employees selected in the randomized audit may be required to prove income verification.
3. Employees will be required to enroll and participate in a dependent care reimbursement account in the FlexElect program. Employees must meet the eligibility criteria for the FlexElect program to be eligible to participate in the subsidy program.
4. Employees will be required to apply for the subsidy. If more than 2,500 employees apply for the subsidy, a lottery will be used to select employees who will receive the subsidy. Only one cash award per year will be awarded to each employee. Married state employees may apply separately, but may not receive more than two four hundred dollar (\$400) awards per family.
5. Employees will be required to reapply for the subsidy program and FlexElect each year.
6. Subsidies will be deposited into dependent care reimbursement accounts on January 1, 2004.

The Department of Personnel Administration shall administer the subsidy program.

**B. Enhanced Resource and Referral Services for Dependent Care**

The State and the union recognize the importance of dealing with family issues. The State and the union agree to allocated \$2 million from the Work and Family Fund to establish an enhanced resource and referral program for dependent care until December 31, 2004. The intent of this program is to assist an employee in locating dependent care facilities and services for their dependents.

**Side Letter 13**

The parties agree to distribute the money resulting from unapplied employer health contribution increases referenced under Article 4.1, in the following fashion:

- A. Eligible employees shall be identified by the State Controller's Office (SCO) staff by reviewing the monthly employment records for Unit 9 employees for the period(s) subject to this agreement;
- B. The periods subject to this agreement are:
  1. The six-month period from July 1, 2001 (June 2001 pay period) to December 31, 2001 (November 2001 pay period), and
  2. The eight-month period from January 1, 2002 (December 2001 pay period) to August 1, 2002 (July 2002 pay period).



C. The amounts to be provided to an eligible Unit 9 employee under section B will be subject to the health party codes that the employee was enrolled in for each applicable month as follows:

1. For the six-month period from July 1, 2001 (June 2001 pay period) to December 31, 2001 (November 2001 pay period), the monthly amounts shall equate to:

1 – Party	\$ 8.00
2 – Party	\$ 16.00
Family	\$ 21.00

2. For the eight-month period from January 1, 2002 (December 2001 pay period) to August 1, 2002 (July 2002 pay period), the monthly amounts shall equate to:

1 – Party	\$ 16.00
2 – Party	\$ 32.00
Family	\$ 42.00

D. The payments shall be aggregated as lump-sum payments for eligible employees and shall be issued on or about the first week of December 2002. The payments will be reflected as a benefit adjustment on eligible employees' earning statements and direct deposit advices.